

BS Associates, Advocates  
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Re: Land measuring 35 (thirty five) *cottah* 4 (four) *chittack* and 14 (fourteen) square feet, more or less, *Mouza* Ulkila Paik Para, J.L. No. 56, Police Station Sonarpur, within Ward No. 26 (formerly Ward No.24) of the Rajpur - Sonarpur Municipality.

## TITLE REPORT

Dated 21<sup>st</sup> Day of April, 2017



## TITLE REPORT

Re: Land measuring 35 (thirty five) *cottah* 4 (four) *chittack* and 14 (fourteen) square feet, more or less, *Mouza* Ukila Paik Para, J.L. No. 56, Police Station Sonarpur, within Ward No. 26 (formerly Ward No.24) of the Rajpur - Sonarpur Municipality.

Under instructions and on behalf of our Client, Realmark Oracle Project LLP, we have caused searches be made in respect of Said Property, defined below and the details of searches are given under:

**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- c) have not been superseded by any other document not made available to us for whatever reason;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.





(i) From 2002-2017 in the name of Priyama Majumdar alias Priyam Mozumdar, wife of Udayshanakar Majumdar alias Uday Sankar Mozumdar, residing at Roychand Dey Street, Sonarpur, Ward No.6, Kolkata-700103, Police Station Sonarpur, Post Office -Narendrapur, District - South 24 Parganas.

1.	Definitions	1.1	In this Report, unless it is contrary or repugnant to the subject or context:
1.2	Owners shall mean 1. Priyama Majumdar alias Priyam Mozumdar, wife of Udayshanakar Majumdar alias Uday Sankar Mozumdar, residing at Roychand Dey Street, Sonarpur, Ward No.6, Kolkata-700103, Police Station Sonarpur, Post Office -Narendrapur, District - South 24 Parganas, 2. Udayshanakar Majumdar alias Uday Sankar Mozumdar, son of Biswasundar Mozumdar alias Biswasundar Majumdar, residing at Roychand Dey Street, Sonarpur, Ward No.6, Kolkata-700103, Police Station Sonarpur, Post Office Narendrapur, South 24 Parganas, 3. Priyanka Sarkar, wife of Koushik Sarkar, residing at Vivekananda Sarani, Block V, Kolkata-700129, Police Station Barasat, Post Office Madhyamgram, District North 24 Parganas, 4. Yagnik Mazumdar, son of Uday Shankar Mazumdar, residing at 41, Kasaripara Road, Kolkata-700025, Police Station Kalighat, Post Office Kalighat, 5. Surajit Chakraborty, son of Late Debendra Chakraborty, residing at 30/2, Harmohan Ghosh Lane, Kolkata-700088, Police Station Beliaghata, Post Office Phoolbagan.	1.3	Developer shall mean Realmark Oracle Project LLP, a Limited Liability Partnership, having its registered office at 316, Canal Street, Shreebhumii, Kolkata-700048, Police Station Lake Town, Post Office Shreebhumii.
2.	Production of Documents of Title:	2.1	Inspection of original/certified copies of documents of title in respect of the Said Property were given and photocopies thereof were produced before us. please refer to detail of Annexure A hereto.
3.	Offices Where Searches Have Been Conducted:	3.1	Registration Offices Index-I



- 3.2 Office of the Block Land And Land Reform Office, Sonarpur:  
For result/analysis of search conducted in the above offices, please refer to detail of Annexure C hereto.
- 3.3 Land Acquisition Department:  
For result/analysis of search conducted in the above offices, please refer to detail of Annexure D hereto.
- 3.4 Urban Land (Ceiling & Regulation) Act, 1976:  
For result/analysis of search conducted in the above offices, please refer to detail of Annexure E hereto.
- Registrar of Assurances, Kolkata
  - District Registrar, Alipore
  - Sub-Registrar, Sonarpur
- For result/analysis of search conducted in the above offices, please refer to detail of Annexure B hereto.
- From 1987 to 2017 in respect of R.S. *Dag* Nos.2179, 2180, 2180/2946 and 2181, corresponding to L.R. *Dag* Nos. 2162, 2163, 2164 and 2166, *Mouza* Ukila Paik Para, J.L. No. 56, Police Station Sonarpur

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- (v) From 2016-2017 in the name of *Surajit Chakraborty*, son of Late *Debdendra Chakraborty*, residing at 30/2, *Harmohan Ghosh Lane*, Kolkata-700088, Police Station *Belaghata*, Post Office *Phoolbagan*
- (iv) From 2016-2017 in the name of *Yagnik Mazumdar*, son of *Uday Shankar Mazumdar*, residing at 41, *Kasaripara Road*, Kolkata-700025, Police Station *Kalighat*, Post Office *Kalighat*.
- (iii) From 2016-2017 in the name of *Priyanka Sarkar*, wife of *Koushik Sarkar*, residing at *Vivekananda Sarani*, Block V, Kolkata-700129, Police Station *Barasat*, Post Office *Madhyamgram*, District *North 24 Parganas*.
- (ii) From 2001-2017 in the name of *Udayshankar Majumdar alias Uday Shankar Mozumdar*, son of *Biswasundar Mozumdar alias Biswasundar Majumdar*, residing at *Roychand Dey Street*, Sonarpur, Ward No.6, Kolkata-700103, Police Station *Sonarpur*, Post Office *Narendrapur*, South 24 Parganas.

4. Title
- 4.1 First Purchase of Priyama Majumdar *alias* Priyam Mozumdar: By a *Bengali* Deed of Conveyance dated 9<sup>th</sup> October, 2002, registered in the Office of the District Sub-Registrar, IV, Alipore, South 24 Parganas, recorded in Book No. 1, Volume No. 126, at Pages 167 to 174, being Deed No. 5242, for the year 2002, Surendra Mitra and Chandra Shekhar Paramanick jointly sold to Priyama Majumdar *alias* Priyam Mozumdar (Owner No. 1 herein) All That the piece and parcel of land classified as '*Danga*'; admeasuring an area of 6 (six) *cottah*, more or less, comprised in R.S. *Dag* No. 2180, corresponding to L.R. *Dag* No. 2162, recorded in R.S. *Khatian* No. 782, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 (formerly Ward No.24) of the Rajpur - Sonarpur Municipality (First Portion of Priyama Majumdar's Property).
- 4.2 Second Purchase of Priyama Majumdar *alias* Priyam Mozumdar: By another *Bengali* Deed of Conveyance dated 29<sup>th</sup> December, 2006, registered in the Office of the District Sub-Registrar, IV, Alipore, South 24 Parganas, recorded in Book No. 1, Volume No. 20, at Page from 2394 to 2413, being Deed No. 06232, for the year 2009, Ramendra Prasad Roy, Anjali Sengupta and Namita Das jointly sold to Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 1 herein) All That the piece and parcel of land classified as '*Danga*'; admeasuring an area of 4 (four) *cottah* 7 (seven) *chittack* and 44 (forty four) square feet, more or less, comprised in R.S. *Dag* No. 2180 corresponding to L.R. *Dag* No. 2162, recorded in R.S. *Khatian* No. 782, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 (formerly Ward No.24) of the Rajpur - Sonarpur Municipality (Second Portion of Priyama Majumdar's Property).
- 4.3 Ownership of Priyama Majumdar *alias* Priyam Mozumdar: Thus, by virtue of the aforesaid 2 (two) deeds, Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 1 herein) has become the absolute owners of the First Portion of First Property and Second Portion of First Property, collectively admeasuring an area of 10 (ten) *cottah* 7 (seven) *chittack* and 44 (forty four) square feet, more or less Together With *pucca* structure standing thereon admeasuring an area of 2100 (two thousand and one hundred) square feet, more or less, Together With all easements rights thereto and right to use the Common Passage (collectively Priyama Majumdar's Property).
- 4.4 First Gift in favour of Priyanka Sarkar: By a *Bengali* Deed of Gift dated 20<sup>th</sup> January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, recorded in Book No. 1, Volume No. 1608-2016, at Page from 11553 to 11574, being Deed No. 160800522, for the year 2016, Priyama Majumdar *alias* Priyam Mozumdar (the Owner No. 1 herein) gifted All That the undivided, undemarcated piece and parcel of land admeasuring an area of 2 (two) *cottah*, out of the Priyama Majumdar's Property, to Priyanka Sarkar (the Owner No. 3 herein) (Priyanka Sarkar's Property).





- 4.5 Second Gift in favour of Surajit Chakraborty: By a *Bengali* Deed of Gift dated 20<sup>th</sup> January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, recorded in Book No. 1, Volume No. 1608-2016, at Page from 11530 to 11552, being Deed No. 160800521, for the year 2016, Priyama Majumdar *alias* Priyama Mozumdar (the Owner No. 1 herein) gifted area of 2 (two) *cottah*, out of the Priyama Majumdar's Property, to Surajit Chakraborty (the Owner No.5 herein) (Surajit Chakraborty's Property).
- 4.6 Ownership of First Property: Thus in the aforesaid circumstances, Priyama Majumdar *alias* Priyama Mozumdar (the Owner No. 1 herein) has become the absolute owner of the balance of the Priyama Majumdar's Property, being land measuring 6 (six) *cottah* 7 (seven) *chittack* and 44 (forty four) square feet, more or less Together With *pucca* structure standing thereon admeasuring an area of 2100 (two thousand and one hundred) square feet, more or less, Together With all easements rights thereto and right to use the Common Passage (First Property).
- 4.7 First Purchase by Udayshankar Majumdar *alias* Uday Sankar Mozumdar: By a *Bengali* Deed of Sale dated 12<sup>th</sup> March, 2001, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, recorded in Book No. 1, Volume No. 44, at Pages 305 to 312(B), being Deed No. 2573, for the year 2001, Pritikana Roy and Ramendra Prasad Roy sold All That the piece and parcel of land admeasuring an area 10 (ten) *cottah*, more or less, comprised in R.S. *Dag* No. 2180, corresponding to L.R. *Dag* No. 2162, recorded in R.S. *Khatian* No. 782, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 (formerly Ward No.24)of the Rajpur - Sonarpur Municipality (First Portion of Udayshankar Majumdar's Property).
- 4.8 Second Purchase by Udayshankar Majumdar *alias* Uday Sankar Mozumdar: By another *Bengali* Deed of Sale dated 24<sup>th</sup> August, 2015, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, recorded in Book No. 1, Volume No. 1604-2015, at Pages 63147 to 63171, being Deed No. 160406444, for the year 2015, Prasan Sengupta (represented by his constituted attorney namely, Sanjoy Das), sold All That the piece and parcel of land admeasuring an area of 2 (two) *cottah* and 15 (fifteen) square feet, more or less, comprised in R.S. *Dag* Nos. 2180/2946 and 2179 corresponding to L.R. *Dag* Nos. 2163 and 2164, recorded in L.R. *Khatian* No. 569, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 (formerly Ward No.24)of the Rajpur - Sonarpur Municipality (Second Portion of Udayshankar Majumdar's Property).
- 4.9 Ownership of Udayshankar Majumdar *alias* Uday Sankar Mozumdar: Thus, Udayshankar Majumdar *alias* Uday Sankar Mozumdar (the Owner No. 2 herein) has become the absolute owner of First Portion of Udayshankar Majumdar's



4-13 Second Purchase by Priyanka Sarkar And Others: By a *Bengali* Deed of Conveyance dated 24<sup>th</sup> July, 2015, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. 1, Volume No. 1608-2015, at Pages from 2883 to 2893, being Deed No. 160804559, for the year 2015, Biswajit Ghosh and Lakshmi Bhattacharjee sold All That the piece and parcel of land admeasuring an area of 7 (seven) *cottah* 8 (eight) *chittack* and 7 (seven) square feet, more or less, comprised in R.S. *Dag* No. 2179 and 2181 corresponding to L.R. *Dag* Nos. 2164 and 2166, recorded in L.R. *Khatian* No. 697, 909 and 569, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 (formerly Ward No.24) of the Rajpur - Sonarpur

First Property).

4-12 First Purchase by Priyanka Sarkar And Others: By a *Bengali* Deed of Conveyance dated 24<sup>th</sup> July, 2015, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. 1, Volume No. 1608-2015, at Pages from 2894 to 2895, being Deed No. 160804560, for the year 2015, Biswajit Ghosh and Lakshmi Bhattacharjee sold All That the piece and parcel of land admeasuring an area of 5 (five) *cottah* 3 (three) *chittack* and 38 (thirty eight) square feet, more or less, comprised in R.S. *Dag* Nos. 2180 and 2180/2946 corresponding to L.R. *Dag* Nos. 2162 and 2163, recorded in L.R. *Khatian* No. 697, 909 and 569, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 (formerly Ward No.24) of the Rajpur - Sonarpur Municipality, to Priyanka Sarkar (the Owner No. 3 herein), Yagnik Mazumdar (the Owner No. 4 herein) and Surajit Chakraborty (the Owner No. 5 herein) [collectively Priyanka Sarkar And Others ] (Priyanka Sarkar And Others'

or less (Second Property).

4-11 Ownership of Second Property: Thus in the aforesaid circumstances, Udayshankar Majumdar *alias* Uday Sankar Mozumdar (the Owner No. 2 herein) has become the absolute owner of the remaining portion of Udayshankar Majumdar's Property, being land admeasuring an area of 8 (eight) *cottah*, and 15 (fifteen) square feet, more

4-10 Gift in favour Yagnik Mozumdar: By a *Bengali* Deed of Gift dated 20<sup>th</sup> January, 2016, registered in the Office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, in Book No. 1, Volume No. 1608-2016, at Pages from 11509 to 11529, being Deed No. 160800520, for the year 2016, Udayshankar Majumdar *alias* Uday Sankar Mozumdar (the Owner No. 2 herein), gifted All That the undivided, undemarcated piece and parcel of land admeasuring an area of 4 (four) *cottah*, more or less out of Udayshankar Majumdar's Property (Yagnik Mozumdar's Property).

Property and Second Portion of Udayshankar Majumdar's Property, collectively Udayshankar Majumdar's Property, measuring 12 (twelve) *cottah*, and 15 (fifteen) square feet, more or less (Udayshankar Majumdar's Property).



(i) Priyama Majumdar *alias* Priyam Mozumdar, wife of Udayshankar Majumdar *alias* Uday Sankar Mozumdar, son of Biswasundar Mozumdar *alias* Bishwasundar Majumdar, residing at Roychand Dey Street, Sonarpur, Ward No.6, Kolkata-700103, Police Station Sonarpur, Post Office Narendrapur, South 24 Parganas, (iii) Priyanka Sarkar, wife of Koushik Sarkar, residing at Vivekananda Sarani, Block V, Kolkata-700129, Police Station Barasat, Post Office Madhyamgram, District North 24 Parganas, (iv) Yagnik Mazumder, son of Uday Shanakar Mazumdar, residing at 41, Kasaripara Road, Kolkata-700025, Police Station Kalighat, Post Office Kalighat, (v) Surajit

## 5. Conclusion

Development Agreement: the Owners entrusted the work of development of the Said Property to the Developer, on the terms and conditions recorded in an agreement in writing entered into between the Owners of the one part and the Developer of the other part dated 17<sup>th</sup> March, 2016, registered in the Office of District Sub-Registrar-IV, Alipore, South 24 Parganas, recorded in Book No. 1, CD Volume No. 1604-2016, at Pages from 51248 to 51342, being Deed No. 160401792 for the year 2016 and supplementary Development Agreement dated 7<sup>th</sup> February, 2017, registered in the Office of District Sub-Registrar-IV, Alipore, South 24 Parganas, recorded in Book No. 1, CD Volume No. 1604-2017, at Pages from 13785 to 13821, being Deed No. 160400456 for the year 2017.

Record of Right: The Owners have recorded their names in the records of the Land Revenue Officer, vide L.R. *Khatian* Nos.1628, 1629, 2307, 2308 and 2309.

Absolute Ownership of Owners: In the aforesaid circumstances, the Owners have become the absolute owners of the First Property, the Second Property and the Third Property, collectively the Said Property.

Ownership of Third Property: Thus, Priyanka Sardar (the Owner No. 3 herein), Yagnik Mazumdar (the Owner No. 4 herein) and Surajit Chakraborty (the Owner No. 4 herein) have become the absolute owners of land measuring 20 (twenty) cottah and 12 (twelve) chitack, more or less [comprising of Priyanka Sarkar's Property, Surajit Chakraborty's Property, Yagnik Mozumdar's Property, Priyanka Sarkar And Others' First Property and Priyanka Sarkar And Others' Second Property] (Third Property).



Mazumder, son of Uday Shankar Mazumdar, residing at 41, Kasaripara Road, Kolkata-700025, Police Station Kalighat, Post Office Kalighat, (v) Surajit Chakraborty, son of Late Debendra Chakraborty, residing at 30/2, Harmohan Ghosh Lane, Kolkata-700088, Police Station Beliaghata, Post Office Phoolbagan are the absolute owner of the Said Property.

The owners appointed the developer for the purpose of developing and commercially exploiting the Said Property by construction and selling various flats/spaces therein.

5.2 The searches undertaken by us relate to the encumbrances and attachments created by acts of parties and recorded in public records, dues towards Municipal rates and taxes and land revenue and legal proceedings but do not extend to the charge created by operation of any law, statutory charges and default of payment of Income Tax dues and other Government dues.

5.3 Subject To our observations aforesaid, we are of the opinion that the Owners have a marketable title to the Said Property.

**Schedule  
(Said Property)**

Land measuring 35 (thirty five) *cottah* 4 (four) *chittack* and 14 (fourteen) square feet, more or less, comprised in R.S. *Dag* Nos. 2179, 2180, 2180/2946 and 2181, corresponding to L.R. *Dag* Nos. 2162, 2163, 2164 and 2166, recorded in R.S. *Khatian* No. 782 corresponding to L.R. *Khatian* Nos. 1628, 1629, 2307, 2308 and 2309, *Mouza* Ukila Paik Para, J.L. No. 56, R.S. No. 107, comprising of Municipal Holding No. 460, N.S. Road, Police Station Sonarpur, Post Office Narendrapur, within Ward No. 26 (formerly Ward No.24) of the Rajpur - Sonarpur Municipality.

For BS Associates, Advocates

*Sujata Ghosh*

Sujata Ghosh  
Advocate

Place: Kolkata

Dated: 21<sup>st</sup> April, 2017