



# VICTOR MOSES & CO.

Partners :  
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SOLICITORS, ADVOCATES, NOTARY  
AND  
TRADEMARK ATTORNEYS

Temple Chambers  
6, Old Post Office Street  
Ground Floor  
Kolkata - 700 001

## REPORT ON TITLE

### 1. OWNERS:

1. **ELEGANT PROFIN PRIVATE LIMITED**

2. **BELVEDERE ENTERPRISES PRIVATE LIMITED**

Both having their registered office at P-119, C.I.T. Road,  
Kolkata-700 014.

### 2. DESCRIPTION OF THE PROPERTY:

**ALL THAT** the piece and parcel of land containing an area of 1 Bighas 10 Cottahs 7 Chittacks and 76 Sq.ft., be the same a little more or less, together with buildings and other structures standing thereon lying situate at and being municipal Premises No.149, Mahatma Gandhi Road (formerly known as Harrison Road), Police Station-Jorasanko, Ward No.43, Kolkata-700 007, within the limits of the Kolkata Municipal Corporation butted and bounded in the following manner:-

<b>ON THE NORTH</b>	:	By Sayed Sally Lane;
<b>ON THE SOUTH</b>	:	By Mahatma Gandhi Road;
<b>ON THE EAST</b>	:	By Premises No.147 Mahatma Gandhi Road;
<b>ON THE WEST</b>	:	By Premises No.151 Mahatma Gandhi Road.

### 3. COPIES OF DOCUMENTS PERUSED:

- A. Indenture of Conveyance dated the 29<sup>th</sup> day of May 1997 made between one Srawan Kumar Bagla therein referred to as the Vendor of the First part and one Belvedere Enterprises Private Limited therein referred to as the purchaser of the Second part and one Mahendra Kumar Goenka and ors therein referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances II the then Calcutta in Book No. I, Volume No. I, Pages 1 to 39, Being No. 04724 for the year 2006.



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- B. Indenture of Conveyance dated the 29<sup>th</sup> day of May 1997 made between one Pawan Kumar Bagla therein referred to as the Vendor of the First part and one Elegant Profin Private Limited therein referred to as the Purchaser of the Second part and one Mahendra Kumar Goenka and ors therein referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances II the then Calcutta in Book No. I, Volume No. I, Pages 1 to 39, Being No. 04827 for the year 2006.
- C. Indenture of Conveyance dated the 29<sup>th</sup> day of May 1997 made between one Krishna Kumar Bagla therein referred to as the Vendor of the First part and the said Elegant Profin Private Limited therein referred to as the Purchaser of the Second part and one Mahendra Kumar Goenka and ors therein referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances II the then Calcutta in Book No. I, Volume No. I, Pages 1 to 39, Being No. 04835 for the year 2006.
- D. Indenture of Conveyance dated the 29<sup>th</sup> day of May 1997 made between one Smt. Kaushalya Devi Bagla therein referred to as the Vendor of the First part and the said Belvedere Enterprises Private Limited therein referred to as the Purchaser of the Second part and one Mahendra Kumar Goenka and ors therein referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances II the then Calcutta in Book No. I, Volume No. I, Pages 1 to 39, Being No. 06189 for the year 2006.

4. **SEARCHES MADE:**

- a) Index-II at the offices of Registrar of Assurances, Kolkata for the years 1984 to 2019;
- b) In the Learned City Civil Court at Calcutta in the names of Belvedere Enterprise Private Limited and Elegant Profin Private Limited for the years 2003 to 2016 and for the years 2016 to 2019 and in the name of Kaushalya Devi Bagla;
- c) At the office of the Kolkata Municipal Corporation;
- d) At the office of the Thika Controller;
- e) Registrar of Companies, West Bengal



**5. 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 Owner 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 said Property are not part of our scope of work as such no physical verification of the said Property have been made by us.

We have taken due care for preparation of this report, however, we, 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.



**6. DEVOLUTION OF TITLE:**

A. By virtue of a compromise decree dated the 11<sup>th</sup> March, 1955 passed by the Hon'ble High Court at Calcutta in Partition and Administration Suit No. 2316 of 1952 (Benarsilal Bagla & Ors. -Vs- Madan Gopal Bagla & Anr.) the said Benarsilal Bagla, Srawan Kumar Bagla, Krishna Kumar Bagla and Pawan Kumar Bagla were jointly allotted **ALL THAT** the piece and parcel of land containing an area of 1 Bigha 10 Cottahs 7 Chittacks and 76 Square Feet be the same a little more or less together with the building/structures standing thereon situate lying at and being premises No.149, Mahatma Gandhi Road (formerly known as Harrison Road) the then Calcutta, (hereinafter referred to as the **Said Property**).

B. The said Benarasilal Bagla who was governed by the Mitakshara School of Hindu Law died intestate on 6<sup>th</sup> December, 1960, leaving him surviving his widow Smt. Kaushalya Devi Bagla, his three sons namely Srawan Kumar Bagla, Krishna Kumar Bagla and Pawan Kumar Bagla and seven daughters namely Sneh Prabha Bagla, Sashi Prabha Bagla, Sheela Bagla, Punam Bagla, Pratima Bagla, Neelam Bagla and Harsha Bagla as his heiress, heirs and legal representatives who upon his death inherited the undivided share in the **Said Property**.

C. All the daughters of the said Benarsilal Bagla namely Smt. Sneh Prabha Mansinghka, Smt. Sashi Prabha Goenka, Smt. Sheela Agarwal, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary had mutually decided to release, relinquish or renounce all their rights, title or interest in the **Said Property**.

D. The said Smt. Sashi Prabha Goenka died intestate leaving her surviving her husband Mahendra Kumar Goenka and only son Sanjay Goenka and only daughter Smt. Bharti Bhartia as her only heirs, heiress and legal representatives who upon her death jointly inherited her undivided part or share in the **Said Property**.

E. By an Indenture of Conveyance dated the 29<sup>th</sup> May, 1997 made between the said Srawan Kumar Bagla therein referred to as the Vendor of the First Part and one Belvedere Enterprises Private Limited therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneha Prabha Mansinghka, Smt. Sheela Agarwala, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary therein jointly referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. I, Volume



No.1, Pages 1 to 39, Being No.4724 for the year 2006 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the undivided 1/4<sup>th</sup> part or share of the **Said Property** together with the 1/4<sup>th</sup> part or share in the building standing thereon.

F. By another Indenture of Conveyance dated the 29<sup>th</sup> May, 1997 made between the said Pawan Kumar Bagla therein referred to as the Vendor of the First Part and one Elegant Profin Private Limited therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneha Prabha Mansinghka, Smt. Sheela Agarwala, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Choudhury therein jointly referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. I, Volume No.1, Pages 1 to 39, Being No.4827 for the year 2006 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the undivided 1/4<sup>th</sup> part or share of the **Said Property** together with the 1/4<sup>th</sup> part or share in the building standing thereon.

G. By another Indenture of Conveyance dated the 29<sup>th</sup> May, 1997 made between the said Krishna Kumar Bagla therein referred to as the Vendor of the First Part and one Elegant Profin Private Limited therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneha Prabha Mansinghka, Smt. Sheela Agarwala, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary therein jointly referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. I, Volume No.1, Pages 1 to 39, Being No.4835 for the year 2006 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the undivided 1/4<sup>th</sup> part or share of the **Said Property** together with the 1/4<sup>th</sup> part or share in the building standing thereon.



H. By another Indenture of Conveyance dated the 29<sup>th</sup> May, 1997 made between the said Kaushalya Devi Bagla therein referred to as the Vendor of the First Part and one Belvedere Enterprises Private

Limited therein referred to as the Purchaser of the Second Part and the said Mahendra Kumar Goenka, Sanjay Goenka, Smt. Bharti Bhartia, Smt. Sneha Prabha Mansinghka, Smt. Sheela Agarwala, Smt. Punam Chokhani, Smt. Pratima Chowdhary, Smt. Neelam Bajoria and Smt. Harsha Chowdhary therein jointly referred to as the Confirming Parties of the Third Part and registered at the office of the Additional Registrar of Assurances-II, Calcutta in Book No. I, Volume No.1, Pages 1 to 39, Being No.6189 for the year 2008 the said Vendor therein with the consent and concurrences of the Confirming Parties therein and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the undivided 1/4<sup>th</sup> part or share of the **Said Property** together with the 1/4<sup>th</sup> part or share in the building standing thereon.

I. Thus the said Elegant Profin Private Limited and Belvedere Enterprises Private Limited jointly became the absolute owners of the **Said Property**.

**7. RESULT OF THE SEARCHES:**

**a) Registration Offices:**

i) From the Index-II searches made at the office of the Registrar of Assurances, Kolkata it appears that the pages are partly torn for the years 1985, 1987, 1989, 1990, 1991, 1993, 1994, 1995, 1996, 1999, 2000 and 2001 therefore no search could be carried out during the aforementioned years.

**b) Courts:**

From the Court searches made at the City Civil Court at Calcutta we found the following suit matters:-

- a) Title Suit No. 1089 of 1982 Gopal Kumar Snehi & Ors -vs- Smt. Kaushalya Devi Bagla & Ors;
- b) Title Suit No. 826 of 1982 Jagdish Prasad Agarwal -vs- Smt. Kaushalya Devi Bagla & Ors;
- c) Money Suit No. 243 of 1990 Gopal Kumar Sonie -vs- Smt. Kaushalya Devi Bagla & Ors;
- d) Ejectment Suit No. 480 of 1983 Smt. Kaushalya Devi Bagla & Ors. -vs- Bhanwarilal Agarwal & Ors;



- e) Ejectment Suit No. 238 of 1980 Smt. Kaushalya Devi Bagla & Ors. -vs- Smt. Janaki Devi Bhatia & Ors;
- f) Ejectment Suit No. 481 of 1983 Smt. Kaushalya Devi Bagla & Ors. -vs- Smt. Ginori Bai Chokhani & Anr;
- g) Ejectment Suit No. 5335 of 1983 Smt. Kaushalya Devi Bagla & Ors. -vs- Ramkrishna Agarwal & Ors;
- h) Title Suit No. 2174 of 1980 Smt. Kaushalya Devi Bagla & Ors. -vs- Mohatma Singh & Sons.

From the searches made before the Learned XIIth Bench of the City Civil Court at Calcutta in respect of the above suits we have received information from the department concerned that the suit register is not traceable in the record room.

From the searches made at the City Civil Court at Calcutta it appears that no title suit, money suit, title execution case or money execution case have been filed against the said Belvedere Enterprises Private Limited and Elegant Profin Private Limited during the aforementioned years.

**c) Kolkata Municipal Corporation:**

From the searches made at the office of the Kolkata Municipal Corporation, it appears that no sum of money is outstanding and payable to the Kolkata Municipal Corporation in respect of Assessee No. 110431900397.

**d) Thika Controller Kolkata:**

From the searches made at the office of the Thika Controller Kolkata, it appears that no claim of thika tenancy has been made by anybody in respect of the **Said Property** in question.

**e) Registrar of Companies West Bengal:**

From the searches made at the office of the Registrar of Companies, West Bengal it transpires that presently no charge has been created in respect of and over the **Said Property** in question by the said Belvedere Enterprises Private Limited and Elegant Profin Private Limited.



**f) Land Acquisition Collector Kolkata:**

From the searches made at the office of the Land Acquisition Collector, it appears that the **Said Property** was not acquired by the Land Acquisition Collector Kolkata.

**g) Public Notice:**

We have published a public notice in english newspaper namely, The Telegraph having wide circulation in Kolkata and its neighborhood, regarding any claim or demand of anybody in respect of the **Said Property**. We did not find any response in this regard.

**8. CERTIFICATION:**

Considering the abovementioned documents, papers and searches, we are of the view that the title of the **Said Property** in question appears to be marketable subject to abovementioned suits.

Dated this 23<sup>rd</sup> day of December, 2019.

**For VICTOR MOSES & CO.,  
SOLICITORS & ADVOCATES**

  
**(D.N. MITTRA)  
PARTNER**

