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Topaz (Gems City)-N.K.

Opinion on : 06-08-2018

Place: Kolkata

To,
M/s. N.K. Realtors (P) Ltd.
9, Elgin Road
Kolkata-700 071

Attn: Mr. Anuraj Dhar

Sub: Report on Title of the project of "Topaz (Gems City)"

Category: Project

Dear Sir,

Please note the followings in connection with the subject mentioned above:

1. Name of the Owners :
 - 1) M/s. Shiv Niketan Pvt. Ltd.
 - 2) M/s. Tirupati Enclave Pvt. Ltd.
 - 3) M/s. Charles Commercial Pvt. Ltd.
 - 4) M/s. Tirupati Carrier Ltd.
2. Name of the Developer : M/s. Tirupati Carrier Ltd.

Description of the Property:

ALL THAT land measuring about 270.02 decimals equivalent to 162.012 cottahs together with structure standing thereon forming part of R.S. Dag nos.375 & 376, R.S. Khatian nos.157, 30 & 295, L.R. Dag nos.431 & 432 under L.R. Khatian nos.1064, 1448, 1404, 1401,1405 in Mouza Nowabad, J.L. no.19 under P.S. Bishnupur in the District South 24 Parganas within the limits of Rasapunja Gram Panchayat.

Documents Studied

Lot A

- a) Photocopy of certified copy of registered Deed of Partition dated 01-08-1986 between Sri Jugal Kishore Mondal (First Party) and Sri Gostha Behari Mondal (Second Party). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.63, pages 197 to 213, as being no.5239 for the year 1986-Annexure-A
- b) Photocopy of registered Deed of Conveyance dated 20-11-2008 between 1) Smt. Reba Mondal and 2) Kumari Arpita Mondal (Vendors) and M/s. Shiv Niketan Pvt. Ltd., represented by its Director Sri Lalit Kumar Bhutoria (Purchaser). The said deed was registered in the office of



ADSR Bishnupur and recorded in its book no. I, volume no.20, pages 2943 to 2956, as being no.05299 for the year 2008-Annexure-B

- c) Photocopy of registered Deed of Conveyance dated 21-11-2008 between Sri Ardhendu Mondal (Vendor) and M/s. Shiv Niketan Pvt. Ltd., represented by its Director Sri Lalit Kumar Bhutoria (Purchaser). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.21, pages 187 to 199, as being no.05316 for the year 2008-Annexure-C
- d) Photocopy of registered Deed of Conveyance dated 22-11-2008 between Sri Alok Shekhar Mondal (Vendor) and M/s. Shiv Niketan Pvt. Ltd., represented by its Director Sri Lalit Kumar Bhutoria (Purchaser). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.21, pages 1078 to 1090, as being no.05372 for the year 2008-Annexure-D
- e) Photocopy of registered Deed of Conveyance dated 22-11-2008 between Sri Purnendu Mondal (Vendor) and M/s. Shiv Niketan Pvt. Ltd., represented by its Director Sri Lalit Kumar Bhutoria (Purchaser). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.21, pages 1091 to 1103, as being no.05373 for the year 2008-Annexure-E
- f) Photocopy of registered Deed of Conveyance dated 26-11-2008 between Sri Amalendu Mondal (Vendor) and M/s. Shiv Niketan Pvt. Ltd., represented by its Director Sri Lalit Kumar Bhutoria (Purchaser). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.21, pages 2374 to 2386, as being no.05468 for the year 2008-Annexure-F
- g) Photocopy of registered Deed of Conveyance dated 26-11-2008 between Sri Suwendu Mondal (Vendor) and M/s. Shiv Niketan Pvt. Ltd., represented by its Director Sri Lalit Kumar Bhutoria (Purchaser). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.21, pages 2361 to 2373, as being no.05469 for the year 2008-Annexure-G
- h) Photocopy of registered Deed of Conveyance dated 26-11-2008 between Smt. Manju Rani Mondal (Vendor) and M/s. Shiv Niketan Pvt. Ltd., represented by its Director Sri Lalit Kumar Bhutoria (Purchaser). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.21, pages 2387 to 2399, as being no.05470 for the year 2008-Annexure-H
- i) Photocopy of Affidavit of Legal Heirship of Late Gostha Bihari Mondal dated 26-06-2018 affirmed by Smt. Manju Rani Mondal before Judicial Magistrate 1st Court at Alipore-Annexure-I
- j) Photocopy of Affidavit of Legal Heirship of Late Arabindo Mondal dated 26-06-2018 affirmed by Smt. Reba Mondal before Judicial Magistrate 1st Court at Alipore-Annexure-J

Lot A (Part II)

- k) Photocopy of certified copy of registered Deed of Conveyance dated 05-01-2011 between 1) Sri Narayan Chandra Mondal, 2) Sri Joydev Mondal, 3) Sri Jyotish Mondal and 4) Sri Mantu Mondal (Vendors) and M/s. Shiv Niketan Pvt. Ltd., represented by its Director Sri Lalit Kumar Bhutoria (Purchaser). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.1, pages 5098 to 5110, as being no.00337 for the year 2011-Annexure-K
- l) Photocopy of Affidavit of Legal Heirship of Late Jugal Kishore Mondal dated 26-06-2018 affirmed by Sri Narayan Chandra Mondal & Others before the Judicial Magistrate 1st Court at Alipore-Annexure-L

Lot B

- m) Photocopy of registered Deed of Conveyance dated 24-04-2014 between Sri Panchugopal Naskar alias Panchu Naskar (Vendor) and M/s. Tirupati Enclave Pvt. Ltd., represented by its Director Sri Arun Bhutoria (Purchaser). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.7, pages 2512 to 2526, as being no.02311 for the year 2014-Annexure-M



- n) Photocopy of R.S. Porcha dated 09-10-1955 in the name of Sri Jogendra Nath Laskar, Sri Srikanta Laskar, Sri Nagendra Nath Laskar and Sri Natabar Laskar from the office of B.L. & L.R.O-Annexure-N

Lot C

- o) Photocopy of registered Deed of Conveyance dated 29-01-2008 between 1) Smt. Daibki Mondal, 2) Smt. Jayabala Biswas, 3) Smt. Padyrna Naskar and 4) Smt. Rajeswari Baidya (Vendors) and M/s. Baywatch Real Estates Pvt. Ltd. (Purchaser). The said deed was registered in the office of ARA-I Kolkata and recorded in its book no. I, volume no.1, pages 1 to 19, as being no.01145 for the year 2008-Annexure-O
- p) Photocopy of registered Deed of Conveyance dated 29-01-2008 between Sri Narayan Chandra Mondal (Vendor) and M/s. Baywatch Real Estates Pvt. Ltd. (Purchaser). The said deed was registered in the office of ARA-I Kolkata and recorded in its book no. I, volume no.1, pages 1 to 14, as being no.01148 for the year 2008-Annexure-P
- q) Photocopy of registered Deed of Conveyance dated 25-09-2014 between M/s. Baywatch Real Estates Pvt. Ltd., represented by its Director Sri Satish Kumar Kalbalia (Vendor) and M/s. Charles Commercial Pvt. Ltd., represented by its Director Smt. Pushpa Bhutoria (Purchaser). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.22, pages 3032 to 3047, as being no.05850 for the year 2014-Annexure-Q

Lot D

- r) Photocopy of certified copy of registered Deed of Gift dated 03-11-1982 between Sri Kanai Lal Mondal (Donor) and Sri Amay Chandra Mondal (Donee). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.102, pages 279 to 284, as being no.8198 for the year 1982-Annexure-R
- s) Photocopy of registered Deed of Conveyance dated 20-11-2007 between 1) Smt. Parul Bala Mondal, 2) Sri Tushar Mondal, 3) Sri Tarak Mondal, 4) Smt. Sandhya Sardar, 5) Smt. Tulu Halder and 6) Smt. Shila Vaidya (Vendors) and M/s. Baywatch Real Estates Pvt. Ltd. (Purchaser). The said deed was registered in the office of ARA-I Kolkata and recorded in its book no. I, volume no.8, pages 2914 to 2935, as being no.03024 for the year 2010-Annexure-S
- t) Photocopy of registered Deed of Conveyance dated 07-11-2015 between M/s. Baywatch Real Estates Pvt. Ltd., represented by its Director Sri Satish Kumar Kalbalia (Vendor) and M/s. Tirupati Carrier Ltd., represented by its Director Smt. Pushpa Bhutoria (Purchaser). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.1613-2015, pages 56908 to 56927, as being no.161305774 for the year 2015-Annexure-T
- u) Photocopy of registered Deed of Conveyance dated 07-11-2015 between M/s. Baywatch Real Estates Pvt. Ltd., represented by its Director Sri Satish Kumar Kalbalia (Vendor) and M/s. Tirupati Carrier Ltd., represented by its Director Smt. Pushpa Bhutoria (Purchaser). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.1613-2015, pages 56928 to 56947, as being no.161305775 for the year 2015-Annexure-U
- v) Photocopy of registered Deed of Conveyance dated 07-11-2015 between M/s. Baywatch Real Estates Pvt. Ltd., represented by its Director Sri Satish Kumar Kalbalia (Vendor) and M/s. Tirupati Carrier Ltd., represented by its Director Smt. Pushpa Bhutoria (Purchaser). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.1613-2015, pages 56948 to 56967, as being no.161305776 for the year 2015-Annexure-V
- w) Photocopy of registered Deed of Conveyance dated 07-11-2015 between M/s. Baywatch Real Estates Pvt. Ltd., represented by its Director Sri Satish Kumar Kalbalia (Vendor) and M/s. Tirupati Carrier Ltd., represented by its Director Smt. Pushpa Bhutoria (Purchaser). The said deed was registered in the office of ADSR Bishnupur and recorded in its book no. I, volume no.1613-2015, pages 59011 to 59030, as being no.161305793 for the year 2015-Annexure-W



- x) Photocopy of registered Development Agreement dated 15-03-2018 between 1) M/s. Shiv Niketan Pvt. Ltd., represented by its Director Smt. Pushpa Bhutoria, 2) M/s. Tirupati Enclave Pvt. Ltd., represented by its Director Sri Arran Bhutoria and 3) M/s. Charles Commercial Pvt. Ltd., represented by its Director Smt. Kanta Bhutoria (Owners) and M/s. Tirupati Carrier Ltd., represented by its Director Sri Lalit Kumar Bhutoria (Developer). The said agreement was registered in the office of DSR-IV Alipore and recorded in its book no. I, volume no.1604-2018, pages 51699 to 51750, as being no.160401879 for the year 2018-Annexure-X
- y) Photocopy of registered Development Power of Attorney dated 25-05-2018 granted by Shiv Nektan (P) Ltd., Tirupati Enclave Pvt. Ltd., Charles Commercial Pvt. Ltd in favour of M/s. Tirupati Carrier Ltd. The said general Power of Attorney was registered at the Office of the D.S.R-IV South 24 Parganas and recorded in its Book no.I, Volume No. 1604-2018, Pages from 114056 to 114090, being No. 160403957 for the year 2018. -Annexure-V
- z) Photocopy of 4 nos. of L.R. Porcha all dated 16-11-2016, 27-02-2018, 04-04-2018 & 21-05-2018 in the name of 1) M/s. Tirupati Enclave Pvt. Ltd., 2) M/s. Tirupati Carrier Ltd., 3) M/s. Charles Commercial Pvt. Ltd. and 4) M/s. Shiv Niketan Pvt. Ltd. from the office of B.L. & L.R.O-Annexure-Y
- aa) Photocopy of 4 nos. of Conversion Certificates from Shali to Bastu all dated 19-01-2018 in the name of 1) M/s. Tirupati Enclave Pvt. Ltd., 2) M/s. Tirupati Carrier Ltd., 3) M/s. Charles Commercial Pvt. Ltd. and 4) M/s. Shiv Niketan Pvt. Ltd. from the office of B.L. & L.R.O-Annexure-Z
- bb) Photocopy of Memorandum and Articles of Association of M/s. Shiv Niketan Pvt. Ltd. - Annexure-AA
- cc) Photocopy of Memorandum and Articles of Association of M/s. Charles Commercial Pvt. Ltd. - Annexure-BB
- dd) Photocopy of Memorandum and Articles of Association of M/s. Tirupati Enclave Pvt. Ltd. - Annexure-CC
- ee) Photocopy of Memorandum and Articles of Association of M/s. Tirupati Carrier Ltd. - Annexure-DD
- ff) Draft Agreement for Sale between 1) M/s. Shiv Niketan Pvt. Ltd., represented by its Director Smt. Pushpa Bhutoria, 2) M/s. Tirupati Enclave Pvt. Ltd., represented by its Director Sri Arran Bhutoria, 3) M/s. Charles Commercial Pvt. Ltd., represented by its Director Smt. Kanta Bhutoria and 4) M/s. Tirupati Carrier Ltd., represented by its Director Sri Lalit Kumar Bhutoria (Owners) and M/s. Tirupati Carrier Ltd., represented by its Director Sri Lalit Kumar Bhutoria (Developer) and _____ (Purchaser)-Annexure-EE
- gg) Photocopy of 54 nos. of Sanction Building Plans from Rasapunja Gram Panchayet-Annexure-FF

Devolution of Title:

LOT -A

1. By and through a registered Deed of Partition dated 01.08.1986, one **Gosto Behari Mondal** has been allotted of all that land measuring **63½ sataks** more or less in the northern portion forming part of **R.S. Dag No. 375** under **Sabek Khatian No. 30**, in **Mouza - Nowabad, J.L. No. 19, P.S. Bishnupur**, in the District of South 24 Parganas, (hereinafter referred to as the '**said LOT-A property**'). The said deed was registered before the **A.D.S.R. Bishnupur** and recorded in **Book No. I, Volume No. 63, Pages from 197 to 213, Being No. 5239** for the year 1986.
2. While enjoying the said **LOT-A property**, the said **Gosto Behari Mondal** died intestate leaving behind him surviving his wife **Manju Rani Mondal**, six sons namely **Arabinda Mondal, Ardhendu Mondal, Purnendu Mondal, Amalendu Mondal, Alope Shekhar Mondal, Suvendu Mondal** as his only legal heirs and successors, each having undivided $1/7^{\text{th}}$ share i.e. $9.3/28^{\text{th}}$ sataks more or less of the said large property.



3. By and through a registered Deed of Conveyance dated 26.11.2008, the said Manju Rani Mondal sold, transferred, conveyed, assigned and assured of all that land measuring **9.3/28th (nine and three by twenty eight) sataks equivalent to 9.11 sataks** (out of the said LOT-A property) forming part of **R.S. Dag No. 375** under Sabek Khatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the '**said First Plot of Land**') unto and in favour of one Shiv Neketan (P) Ltd. at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 21, Pages from 2387 to 2399, Being No. 05470, for the year 2008.
4. By and through a registered Deed of Conveyance dated 21.11.2008, the said Ardhendu Mondal sold, transferred, conveyed, assigned and assured of all that land measuring **9.3/28th (nine and three by twenty eight) sataks equivalent to 9.11 sataks** (out of the said LOT-A property) forming part of **R.S. Dag No. 375** under Sabek Khatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the '**said Second Plot of Land**') unto and in favour of one Shiv Neketan (P) Ltd. at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 21, Pages from 187 to 199, Being No. 05316, for the year 2008.
5. By and through a registered Deed of Conveyance dated 22.11.2008, the said Purnendu Mondal sold, transferred, conveyed, assigned and assured of all that land measuring **9.3/28th (nine and three by twenty eight) sataks equivalent to 9.11 sataks** (out of the said LOT-A property) forming part of **R.S. Dag No. 375** under Sabek Khatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the '**said Third Plot of Land**') unto and in favour of one Shiv Neketan (P) Ltd. at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 21, Pages from 1091 to 1103, Being No. 05373, for the year 2008.
6. By and through a registered Deed of Conveyance dated 26.11.2008, the said Amalendu Mondal sold, transferred, conveyed, assigned and assured of all that land measuring **9.3/28th (nine and three by twenty eight) sataks equivalent to 9.11 sataks** (out of the said LOT-A property) forming part of **R.S. Dag No. 375** under Sabek Khatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the '**said Fourth Plot of Land**') unto and in favour of one Shiv Neketan (P) Ltd. at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 21, Pages from 2374 to 2386, Being No. 05468, for the year 2008.
7. By and through a registered Deed of Conveyance dated 22.11.2008, the said Alope Shekhar Mondal sold, transferred, conveyed, assigned and assured of all that land measuring **9.3/28th (nine and three by twenty eight) sataks equivalent to 9.11 sataks** (out of the said LOT-A property) forming part of **R.S. Dag No. 375** under Sabek Khatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the '**said Fifth Plot of Land**') unto and in favour of one Shiv Neketan (P) Ltd. at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 21, Pages from 1078 to 1090, Being No. 05372, for the year 2008.
8. By and through a registered Deed of Conveyance dated 26.11.2008, the said Suvendu Mondal sold, transferred, conveyed, assigned and assured of all that land measuring **9.3/28th (nine and three by twenty eight) sataks equivalent to 9.11 sataks** (out of the said LOT-A property) forming part of **R.S. Dag No. 375** under Sabek Khatian No. 30, in Mouza – Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the '**said Sixth Plot of Land**') unto and in favour of one Shiv Neketan (P) Ltd. at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 21, Pages from 2361 to 2373, Being No. 05469, for the year 2008.



9. The said Arabinda Mondal while enjoying his undivided $1/7^{\text{th}}$ share i.e. $9.3/28^{\text{th}}$ more or less (nine and three by twenty eight) sataks equivalent to 9.11 sataks (out of the said LOT-A property), died intestate leaving behind him surviving his wife Smt. Reba Rani Mondal and one daughter Kumari Arpita Mondal as his only legal heirs and successors.
10. By and through a registered Deed of Conveyance dated 20.11.2008, the said Smt. Reba Rani Mondal and Kumari Arpita Mondal jointly sold, transferred, conveyed, assigned and assured of all that land measuring $9.3/28^{\text{th}}$ (nine and three by twenty eight) sataks equivalent to 9.11 sataks (out of the said LOT-A property) forming part of R.S. Dag No. 375 under Sabek Khatian No. 30, in Mouza - Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the 'said Seventh Plot of Land') unto and in favour of one Shiv Nektan (P) Ltd. at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 20, Pages from 2943 to 2956, Being No. 05299, for the year 2008.

LOT -A (II)

1. By and through a registered Deed of Partition dated 01.08.1986, one Jugal Kishore Mondal has been allotted of all that land measuring $63\frac{3}{4}$ sataks more or less equivalent to 63.75 sataks more or less in the southern portion forming part of R.S. Dag No. 375 under Sabek Khatian No. 30, in Mouza - Nowabad, J.L. No. 19, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the 'said LOT-A II'). The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, Volume No. 63, Pages from 197 to 213, Being No. 5239 for the year 1986.
2. While enjoying the 'said LOT-A II' property, the said Jugal Kishore Mondal died intestate leaving behind him surviving his four sons namely Sri Narayan Chandra Mondal, Sri Jyotish Mondal, Sri Jaydeb Mondal and Sri Mantu Mondal as his only legal heirs and successors, who thus jointly inherited the said large property, left by the deceased.
3. By and through a registered Deed of Conveyance dated 05.01.2011, the said Sri Narayan Chandra Mondal, Sri Jyotish Mondal, Sri Jaydeb Mondal and Sri Mantu Mondal jointly sold, transferred, conveyed, assigned and assured of all that the 'said LOT-A II' unto and in favour of one Shiv Nektan (P) Ltd. at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 1, Pages from 5098 to 5110, Being No. 00337 for the year 2011.
4. Thus the said Shiv Nektan (P) Ltd. represented by its director Sri Lalit Kumar Bhortoria became the absolute owners of all that the said LOT A and LOT A (II) and duly recorded its name before the concerned authority of B.L. & L.R.O. in respect of the said property and obtained L.R. Dag Nos. 431, under L.R. Khatian No. 1448 & 1064 and duly converted its character into 'Bastu' from the concerned authority of B.L. & L.R.O. and paid taxes thereon.

LOT -B

1. At all material times, one Srikanta Nath Naskar was the recorded owner of all that land measuring 86 sataks more or less forming part of R.S. Dag No. 376 with several dags, in J.L. No. 19, Mouza - Nowabad, P.S. Bishnupur, in the District of South 24 Parganas, (hereinafter referred to as the 'said large property') along with other properties and paid taxes thereon.
2. The said Srikanta Nath Naskar died intestate leaving behind him surviving his son Sri Panchu Gopal Naskar alias Panchu Naskar as his only legal heir and successor.
3. By and through a registered Deed of Conveyance dated 24.04.2014, the said Sri Panchu Gopal Naskar alias Panchu Naskar sold, transferred, conveyed, assigned and assured of all that land measuring 4 sataks more or less (out of the said large property) forming part of R.S. Dag No. 376 (hereinafter referred to as the 'said property') along with other properties unto and in favour of one Tirupati Enclave Pvt. Ltd. represented by its director Sri Arun Bhutoria at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, CD Volume No. 7, Pages from 2512 to 2526, Being No. 02311 for the year 2014.



4. Thus the said Tirupati Enclave Pvt. Ltd. represented by its director Sri Arun Bhutoria became the absolute owners of all that the said 4 sataks (here in after referred as **LOT B**) and duly recorded its name before the concerned authority of B.L. & L.R.O. in respect of the said property and obtained L.R. Dag Nos. 432, under L.R. Khatian No. 1405 and duly converted its character into 'Bastu' from the concerned authority of B.L. & L.R.O. and paid taxes thereon.

LOT -C

1. At all material times, one Natabar Naskar was the recorded owner of all that land measuring 54 decimals more or less forming part of R.S. Dag Nos. 376 (11 decimals), 392 and 398 under R.S. Khatian No. 295, 302 and 322, in Mouza - Nowabad, J.L. No. 19, R.S. No. 157, P.S. Bishnupur, District South 24 Parganas, (hereinafter referred to as the 'said First Plot of Land') and paid taxes thereon.
2. While enjoying the said First Plot of Land, the said Natabar Naskar died intestate on 17.02.1995, leaving behind her surviving her four married daughters namely Smt. Daibki Mondal, Smt. Jayabala Biswas, Smt. Padyrna Naskar and Smt. Rajeswari Baidya as his only legal heirs and successors. His wife predeceased on him.
3. By and through a registered Deed of Conveyance dated 29.01.2008, the said Smt. Daibki Mondal, Smt. Jayabala Biswas, Smt. Padyrna Naskar and Smt. Rajeswari Baidya jointly sold, transferred, conveyed, assigned and assured of all that the said **First Plot of Land** unto and in favour of one Baywatch Real Estates Pvt. Ltd. at or for a consideration as mentioned therein. The said deed was registered before the ARA-I, Kolkata and recorded in Book No. I, Volume No. I, Pages from 1 to 19, Being No. 01145 for the year 2008.
4. By and through a registered Deed of Conveyance dated 25.09.2014, the said Baywatch Real Estates Pvt. Ltd. sold, transferred, conveyed, assigned and assured of all that the **First Plot of Land** unto and in favour of one Charles Commercial Pvt. Ltd. represented by its director Mrs. Pushpa Bhutoria, at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur, South 24 Parganas and recorded in Book No. I, CD Volume No. 22, Pages from 3032 to 3047, Being No. 05850 for the year 2014.
5. Thus the said Charles Commercial Pvt. Ltd. represented by its director Mrs. Pushpa Bhutoria became the absolute owners of all that the said **First Plot of Land** and duly recorded its name before the concerned authority of B.L. & L.R.O. in respect of the **11 decimals** land situated on L.R. Dag No. 432 out of said First plot of Land (here in after referred as **said LOT-C**) and obtained L.R. Dag Nos. 432 & other dag nos., under L.R. Khatian No. 1401 and duly converted its character into 'Bastu' by the concerned authority from B.L. & L.R.O. and paid taxes thereon.

LOT -D

1. By and through a registered Deed of Gift dated 03.11.1982, one Kanai Lal Mondal transferred, gifted of all that land measuring 249.5 decimals more or less forming part of R.S. Dag Nos. 375 & 377, under R.S. Khatian No. 30, 47, in Mouza - Nowabad, J.L. No. 19, R.S. No. 158, P.S. Bishnupur, District South 24 Parganas, (hereinafter referred to as the 'said Large Property') unto and in favour of one Sri Amay Chandra Mondal absolutely and forever. The said deed was registered before the SR Bishnupur and recorded in Book No. I, Volume No. 102, Pages from 279 to 284, being No. 8198 for the year 1982.
2. The said Amay Chandra Mondal died intestate on 21.12.1999, leaving behind him surviving his wife Parul Bala Mondal, two sons namely Sri Tushar Mondal and Sri Tarak Chandra Mondal and three married daughters namely Smt. Sandhya Sardar, Smt. Tulu Halder and Smt. Shila Vaidya as his only legal heirs and successors.
3. By and through a registered Deed of Conveyance dated 20.11.2007, the said Parul Bala Mondal, Sri Tushar Mondal, Sri Tarak Chandra Mondal, Smt. Sandhya Sardar, Smt. Tulu Halder and Smt. Shila Vaidya jointly sold, transferred, conveyed, assigned and assured of all that the said large property unto and in favour of one Baywatch Real Estates Pvt. Ltd. at or for a consideration as mentioned therein. The said deed was registered before the ARA-I, Kolkata



and recorded in Book No. I, CD Volume No. 8, Pages from 2914 to 2935, Being No. 03024 for the year 2010.

4. By and through a registered Deed of Conveyance dated 07.11.2015, the said **Baywatch Real Estates Pvt. Ltd.** sold, transferred, conveyed, assigned and assured of all that (i) land measuring **42.50 decimals** more or less in **R.S. Dag No. 375**, (ii) land measuring 35 decimals more or less in R.S. Dag No. 377, (out of the said large property) in Mouza - Nowabad, J.L. No. 19, P.S. Bishnupur, District South 24 Parganas, (hereinafter referred to as the 'said **First Plot of Land**') out of the said large property, unto and in favour of one **Tirupati Carrier Limited** represented by its director Mrs. Pushpa Bhutoria at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, Volume No. 1613-2015, Pages from 56948 to 56967, Being No. 161305776 for the year 2015.
5. By and through a registered Deed of Conveyance dated 07.11.2015, the said **Baywatch Real Estates Pvt. Ltd.** sold, transferred, conveyed, assigned and assured of all that (i) land measuring **25 decimals** more or less in **R.S. Dag No. 375**, (ii) land measuring 27 decimals more or less in R.S. Dag No. 377, (out of the said large property) in Mouza - Nowabad, J.L. No. 19, P.S. Bishnupur, District South 24 Parganas, (hereinafter referred to as the 'said **Second Plot of Land**') out of the said large property, unto and in favour of one **Tirupati Carrier Limited** represented by its director Mrs. Pushpa Bhutoria at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, Volume No. 1613-2015, Pages from 56928 to 56947, Being No. 161305775 for the year 2015.
6. By and through a registered Deed of Conveyance dated 07.11.2015, the said **Baywatch Real Estates Pvt. Ltd.** sold, transferred, conveyed, assigned and assured of all that (i) land measuring **25 decimals** more or less in **R.S. Dag No. 375**, (ii) land measuring 25 decimals more or less in R.S. Dag No. 377, (out of the said large property) in Mouza - Nowabad, J.L. No. 19, P.S. Bishnupur, District South 24 Parganas, (hereinafter referred to as the 'said **Third Plot of Land**') out of the said large property, unto and in favour of one **Tirupati Carrier Limited** represented by its director Mrs. Pushpa Bhutoria at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, Volume No. 1613-2015, Pages from 56908 to 56927, Being No. 161305774 for the year 2015.
7. By and through a registered Deed of Conveyance dated 07.11.2015, the said **Baywatch Real Estates Pvt. Ltd.** sold, transferred, conveyed, assigned and assured of all that (i) land measuring **35 decimals** more or less in **R.S. Dag No. 375**, (ii) land measuring 35 decimals more or less in R.S. Dag No. 377, (out of the said large property) in Mouza - Nowabad, J.L. No. 19, P.S. Bishnupur, District South 24 Parganas, (hereinafter referred to as the 'said **Fourth Plot of Land**') out of the said large property, unto and in favour of one **Tirupati Carrier Limited** represented by its director Mrs. Pushpa Bhutoria at or for a consideration as mentioned therein. The said deed was registered before the A.D.S.R. Bishnupur and recorded in Book No. I, Volume No. 1613-2015, Pages from 59011 to 59030, Being No. 161305793 for the year 2015.
8. Thus the said **Tirupati Carrier Limited** represented by its director Mrs. Pushpa Bhutoria became the absolute owners of all that the said **127.50 decimals** land i.e. First plot, second plot, third plot & fourth plot (here in after referred as **LOT D**) and duly recorded its name before the concerned authority of B.L. & L.R.O. in respect of the said property and obtained L.R. Dag Nos. 431 under L.R. Khatian No. 1404 and duly converted its character into '**Bastu**' by the concerned authority of B.L. & L.R.O. and paid taxes thereon.
9. The said **Shiv Neketan (P) Ltd., Tirupati Enclave Pvt. Ltd., Charles Commercial Pvt. Ltd., Tirupati Carrier Limited** while seized and possessed of and/or otherwise well and sufficiently entitled to the aforesaid Lot A to D and decided to commercially exploit of all that (i) land measuring **255.02 sataks** in **R.S. Dag No. 375** corresponding to **L.R. Dag No. 431** under L.R. Khatian No. 1022 and (ii) land measuring **15 sataks** in **R.S. Dag No. 376** corresponding to **L.R. Dag No. 432** under L.R. Khatian No. 382, (hereinafter referred to as the '**said premises**') with **Tirupati Carrier Limited** represented by its director Mrs. Pushpa Bhutoria and consequently entered into a Development Agreement dated 15.03.2018 by constructing and developing Bungalows, Duplex Villa, Row House Duplex and Row House Triplex and named it as "**TOPAZ**" in or upon the said premises. The said Development



Agreement was registered before the D.S.R.-IV, South 24 Parganas and recorded in Book No. I, Volume No. 1604-2018, Pages from 51699 to 51750, Being No. 160401879 for the year 2018.

Owner's allocation shall mean:

Shiv Neketan (P) Ltd. shall get 8.75% of the realizations, Tirupati Enclave Pvt. Ltd. shall get 0.50% of the realizations and Charles Commercial Pvt. Ltd. shall get 2% of the realizations and Tirupati Carrier Limited shall get 80% of the realizations.

Whereas, for the purpose of development of the aforesaid Lot A to D the said land owners namely Shiv Neketan (P) Ltd., Tirupati Enclave Pvt. Ltd., Charles Commercial Pvt. Ltd of the "Said Lot A to D also executed a registered General Power of Attorney, dated 25-05-2018, in favour of said Tirupati Carrier Limited for doing various acts things and deeds as contained therein. The said general Power of Attorney was registered at the Office of the D.S.R.-IV South 24 Parganas and recorded in its Book no.I, Volume No. 1604-2018, Pages from 114056 to 114090, being No. 160403957 for the year 2018.

Observations:

1. Our opinion is based on photocopies of the documents without perusal of originals.

Advice:

1. Obtain inspection of the all the documents submitted by the applicant (in originals).
2. Obtain search cum-non-encumbrance certificate from the concerned ARA Kolkata, DR & SR offices for 13 years duly certified by an Advocate in original.
3. The TOPAZ project consisting 68 nos. of Bungalows and the approval is given only for the same.
4. Obtain copy of Khazna & Tax in the name of Shiv Nirketan Pvt. Ltd., Tirupati Enclave Pvt. Ltd., Charles Commercial Pvt. Ltd. and Tirupati Carriers Pvt. Ltd.
5. As per Deed Shiv Nirketan Pvt. Ltd. is the owner of land area 127.52 decimals in respect of L.R. Dag No. 431, how ever in the records of BL&LRO, it is duly recorded as 43 decimals. Hence obtain Porcha of the rest/remaining land area.
6. Tirupati Carriers Pvt. Ltd. is the owner of land area 127.50 decimals, but conversion order given only for 10 decimals land area, hence obtain conversion order for rest land area.
7. Shiv Nirketan Pvt. Ltd. is the owner of land area 127.52 decimals, but conversion order given only for 09 decimals land area, hence obtain conversion order for rest land area.

Opinion:

On going through the copies of the documents and on relying upon the contents of the same and subject to the observations and advice given above, it is opined that the present owner has a clear and marketable title in the aforesaid properties. The opinion is based on perusal of photo/plain copies of the deeds and not the original.

For Supriyo Basu & Associates


06-08-2018

Dated: 06-08-2018

Sc/MRC/BS