



VICTOR MOSES & CO.

SOLICITORS, ADVOCATES,
PATENT & TRADEMARK ATTORNEYS.

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REPORT ON TITLE

- OWNERS:**
- 1. PHOBOS RETAIL PRIVATE LIMITED,**
 - 2. PHOBOS IT SOLUTIONS PRIVATE LIMITED,**
both having their registered office at
160F, Bhupen Roy Road
Police Station-Behala,
Kolkata-700 034.
 - 3. FOUNTAINGRASS BUILDERS PRIVATE LIMITED,**
having its registered office at
BL-B, Flat No.A4, 1st Floor,
12, Banamali Ghoshal Lane
Police Station-Behala,
Kolkata-700 034.

1. DESCRIPTION OF THE LAND:

ALL THAT the piece and parcel of land containing an area of 29 decimals be the same a little more or less situate and lying at Mouza Sarmesterchak, J.L. No.17, Police Station-Bishnupur, R.S. Khatian No.73, L.R. Khatian Nos.551, 552 and 572, R.S. Dag No.115, L.R. Dag No.114, within the limits of Kulerdari Gram Panchayat in the District South 24-Parganas.

2. DOCUMENTS PERUSED:

Photo-copies of the following:-

A. Deed of Conveyance dated the 20th day of March, 2015 made between one Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Phobos Retail Private Limited therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.9, Pages 1439 to 1453, Being No.2544 for the year 2015. Annexed herewith and marked with letter **"A-1"**

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B. Deed of Conveyance dated the 20th day of March, 2015 made between one Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Phobos IT Solutions Private Limited therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.9, Pages 1245 to 1256, Being No.2549 for the year 2015. Annexed herewith and marked with letter **"A-2"**

C. Deed of Conveyance dated the 26th day of August, 2015 made between one Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Fountaingrass Builders Private Limited therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.1604-2015, Pages 64689 to 64713, Being No.160406468 for the year 2015. Annexed herewith and marked with letter **"A-3"**

D. The following search reports:-

a) Report dated 19.06.2014 of the Index-II search conducted by searcher Sri Swapan Nath at the offices of i) Registrar of Assurances, Kolkata, ii) District Registrar, Alipore and iii) Additional District Sub-Registrar, Bishnupur in respect of the above land from 1982 to 2014. Annexed herewith and collectively marked with letter **"B"**.

b) From the Index-I and Index-II searches made in respect of Phobos Retail Private Limited, Phobos IT Solutions Private Limited and Fountaingrass Builders Private Limited in R.S. Dag No.115 respectively during the period of 2014 to 05.10.2018 at the office of Registrar of Assurances, Kolkata, District Registrar, Alipore and Additional District Sub-Registrar, Bishnupur. Annexed herewith and collectively marked with letter **"B 1"**.

c) Report dated 7.01.2016 of the Court Search conducted by Sri Ganesh Manna, Advocate in the Court of the Learned 10th Civil Judge [Senior Division] at Alipore and Learned 6th Civil Judge [Junior Division] at Alipore and Learned 2nd Civil Judge (Junior Division) at Alipore in the names of (i) Smt. Kabita Das from 2003 to 2006 and (ii) Asutosh Mukhopadhyay from the year 2004 to 2014. Annexed herewith and marked with letter **"C"**.

d) Report dated 10.10.2018 of the Court Search conducted by Sri Timir Das, Clerk to Mr. Biplab Behari Chaklanabish, Advocate in the Court of the Learned 10th Civil Judge [Senior Division] at Alipore and Learned 6th Civil Judge [Junior Division] at Alipore from the year 2014 to 2018. Annexed herewith and collectively marked with letter **"C-1"**.



e) Official reply received from the office of the Land Acquisition Collector, South 24-Parganas vide Memo No.LA/info/1908/P/Alipore-12 dated 13.12.2012. Annexed herewith and marked with letter "D".

f) Certified copies of the Land Reforms Record of Rights (ROR) obtained from the office of the Block Land & Land Reforms Officer Bishnupur-I at Bhasa South 24-Parganas. Annexed herewith and collectively marked with letter "E".

g) Conversion Certificates issued by the Block Land & Land Reforms Officer Bishnupur-I at Bhasa South 24-Parganas vide Memo Nos. S-2/418/13, S-2/419/13 both dated 22.06.2015 and S-2/926/13 dated 15.10.2015. Annexed herewith and collectively marked with letter "F".

h) Official reply received from the office of the Kolkata Metropolitan Development Authority (KMDA) vide Memo No.398/KMDA/Estt./LAM-792 (Pt.) dated 27.12.2012. Annexed herewith and marked with letter "G".

i) Official reply received from the office of the Competent Authority under Urban Land (Ceiling & Regulations) Act 1976 vide Memo No. 1/6/9/ULC dated 7.9.2015. Annexed herewith and marked with letter "H".

3. SCOPE LIMITATION:

The scope of our report is limited by the following general parameters:

We have assumed that the copies of the documents and papers, and original reports and letters provided to us:

- a) are genuine documents, papers, reports and letters;
- b) bear the genuine signatures, dates, stamps, seals and other markings;
- c) in connection with any particular issue are the only documents available with the Owners relating to such issue;
- d) have not been superseded by any other document not made available to us for whatever reason;
- e) are true, correct and 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.

We have not carried out any searches ourselves or under our supervision and relied upon the above reports submitted to us by the client and this Report is being prepared solely based on those.

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.

4. DEVOLUTION OF TITLE:

W H E R E A S:

A. One Akhil Kumar Naskar was absolutely seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 29 Sataks be the same a little more or less situate lying at Mouza Sarmestarchak, J.L. No.17, Police Station-Bishnupur, R.S. Dag No.115 corresponding to L.R. Dag No.114, R.S. Khatian No.73, in the District of South 24-Parganas, under Kulardari Gram Panchayat (hereinafter referred to as the **said land**).

B. The said Akhil Kumar Naskar who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving four sons namely Jiban Kumar Naskar, Nayan



Kumar Naskar, Bhuban Kumar Naskar and Mohan Kumar Naskar and three daughters namely Smt. Basanti Naskar, Smt. Ashima Mondal nee Naskar and Smt. Anima Naskar as his heirs, heiresses and legal representatives who upon his death jointly inherited the **said land** in equal shares.

C. By a Deed of Conveyance dated the 5th day of October, 1994 made between the said Jiban Kumar Naskar, Nayan Kumar Naskar, Bhuban Kumar Naskar, Mohan Kumar Naskar, Smt. Basanti Naskar, Smt. Ashima Mondal nee Naskar and Smt. Anima Naskar therein jointly referred to as the Vendors of the One Part and one Smt. Kabita Biswas therein referred to as the Purchaser of the Other Part and registered at the office of the Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, Volume No.43, Pages 487 to 496, Being No.4229 for the year 1994 the Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 2 decimals be the same a little more or less out of the **said land**.

D. By another Deed of Conveyance dated the 20th day of August, 1996 made between the said Jiban Kumar Naskar, Nayan Kumar Naskar, Bhuban Kumar Naskar, Mohan Kumar Naskar, Smt. Basanti Naskar, Smt. Ashima Mondal nee Naskar and Smt. Anima Naskar therein jointly referred to as the Vendors of the One Part and one Ashutosh Mukhopadhyay therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, Volume No.30, Pages 205 to 216, Being No.2831 for the year 1996 the Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 27 decimals be the same a little more or less out of the **said land**.

E. By another Deed of Conveyance dated the 4th day of May, 2001 made between the said Smt. Kabita Biswas therein referred to as the Vendor of the One Part and the said Ashutosh Mukhopadhyay therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, Volume No.71, Pages 373 to 384, Being No.3788 for the year 2006 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 2 decimals be the same a little more or less which she acquired by way of purchase from the legal heirs of the Akhil Kumar Naskar vide Deed No.4229 for the year 1994.



F. The said Ashutosh Mukhopadhyay recorded his name in the records of the Block Land and Land Reforms Officer, Bishnupur-I and obtained Land Reforms Khatian being L.R. Khatian No.487.

G. By another Deed of Conveyance dated the 20th day of March, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Phobos Retail Private Limited therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.9, Pages 1439 to 1453, Being No.2544 for the year 2015 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 10 decimals be the same a little more or less out of the **said land**.

H. By another Deed of Conveyance dated the 20th day of March, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Phobos IT Solutions Private Limited therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.9, Pages 1245 to 1256, Being No.2549 for the year 2015 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 10 decimals be the same a little more or less out of the **said land**.

I. By another Deed of Conveyance dated the 26th day of August, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Fountaingrass Builders Private Limited therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.1604-2015, Pages 64689 to 64713, Being No.160406468 for the year 2015 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the remaining piece and parcel of land containing an area of 9 decimals be the same a little more or less.

J. The said Phobos Retail Private Limited, Phobos IT Solutions Private Limited and Fountaingrass Builders Private Limited duly recorded their respective names in the records of the Block Land and Land Reforms Officer, Bishnupur-I in respect of the **said land** and obtained Land



Reforms Khatian No. being L.R. Khatian Nos.552, 551 and 572 respectively.

5. RESULT OF THE SEARCHES:

On perusal of the reports as aforesaid we find that the result of the aforesaid searches are as follows:

a] Registration Offices:

From the Index-II searches made in respect of R.S. Dag No.115 during the aforementioned period at the office of Registrar of Assurances, Kolkata, it transpires that the concerned Pages for the years 1982, 1983, 1984, 1985, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1995, 1996, 1998, 1999, 2000 2001 are torn and/or partly torn and Volume is transferred therefore not available for searching for the year 1994 and Book is not available for the year 1997. From the available records it transpires that there is no adverse entry against the said land in question during the aforementioned period.

From the Index-II searches made in respect of R.S. Dag No.115, during the aforementioned period at the office of Distract Registrar, Alipore, it transpires that the concerned Pages for the years 1988, 1991, 1999 and 2000 are torn and/or partly torn and the volumes for the years 1982, 1983, 1984, 1985 1986 and 1987 are damaged. From the available records it transpires that there is no adverse entry against the said land in question during the aforementioned period.

From the Index-II searches made in respect of R.S. Dag No.115, during the aforementioned period at the office of the Additional District Sub-Registrar, Bishnupur, it transpires that the concerned Pages for the year 1982 and 1989 are torn and/or partly torn, Volume is transferred therefore not available for searching for the year 1985 and Books are not available for the year 2004 and 2005. From the available records it transpires that there is no adverse entry against the said land in question during the aforementioned period.

From the Index-I and Index-II searches made in respect of Phobos Retail Private Limited, Phobos IT Solutions Private Limited and Fountaingrass Builders Private Limited, in R.S. Dag No.115 respectively during the period of 2014 to 05.10.2018 at the office of Registrar of Assurances, Kolkata, District Registrar, Alipore and Additional District Sub-Registrar, Bishnupur, it transpires that there is no adverse entry found against the **said owners and in respect of the said land** during the aforementioned period.



b] Courts:

From the searches made at the respective Courts both (Senior and Junior Divisions) It appears that no money suit, title suit, money execution case, title execution case has been filed against Smt. Kabita Biswas and Ashutosh Mukhopadhyay in the aforesaid Courts touching the **said Land**.

From the searches made in the respective Courts both (Senior and Junior Divisions). It appears that no money suit, title suit, money execution case, title execution case has been filed against the names of the said Phobos Retail Private Limited, Phobos IT Solutions Private Limited and Fountaingrass Builders Private Limited, in the aforesaid Courts touching the **said Land**.

c] Land Acquisition Collector, South 24-Parganas:

From the official report obtained by the client from the office of the Land Acquisition Collector, South 24-Parganas, it transpires that presently, the **said land** is not affected by any acquisition or requisition proceedings.

d] Block Land & Land Reforms Officer, Bishnupur-I at Bhasa South 24-Parganas:

From the Land Reforms records of right received from the office of the Block Land & Land Reforms Officer, Bishnupur-I, it transpires that the recorded owners in respect of the L.R. Dag No.114 corresponding to R.S. Dag No.115 are Phobes Retail Private Limited (10 sataks), L.R. Khatian No.552, Phobes IT Solutions Private Limited (10 sataks), L.R. Khatian No.551 and Fountaingrass Builders Private Limited (9 sataks), L.R. Khatian No.572 and the land in the abovementioned dag number has been classified as "Sali".

It is also evident from the Conversion Certificate obtained from the office of the Block Land and Land Reforms Officer Bishnupur-I, at Bhasa, South 24-Parganas that the said land has been converted from "Sali" to "Bastu".



e] Kolkata Metropolitan Development Authority:

From the official report obtained by the client from the office of the Kolkata Metropolitan Development Authority, it transpires that presently, the **said land** is not acquired for any KMDA project.

f] Urban Land (Ceiling & Regulations) Act, 1976:

From the official report obtained by the client from the office of the Sub Division Officer and Competent Authority, under Urban Land (Ceiling & Regulations) Act 1976, it transpires that the **said land** is not vested.

6. CERTIFICATION:

On perusal of the aforesaid Reports and documents furnished by the client and based on the official reports obtained by the client from the offices and departments concerned, we are of the view that the title of the **said land** appears to be marketable and the Owners have marketable title to the same.

Dated this 15th day of November, 2018.

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


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

