



VICTOR MOSES & CO.

SOLICITORS, ADVOCATES,
PATENT & TRADEMARK ATTORNEYS.

Partners :
A. K. Ghosh
D. N. Mitra
Amit Basu
Ms. D. Ghosh
Ms. S. Bagchi
S. Roy

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

REPORT ON TITLE

- OWNERS:**
- 1. BAS HERBAL PRODUCTS PRIVATE LIMITED,**
 - 2. DEIMOS TRAVELS PRIVATE LIMITED,**
 - 3. DEIMOS COMPUTERS PRIVATE LIMITED,**
 - 4. DEIMOS HERBAL PRODUCTS PRIVATE LIMITED,**
 - 5. THYONE COMPUTERS PRIVATE LIMITED**
all having their registered office at
160F, Bhupen Roy Road
Police Station-Behala,
Kolkata-700 034.
 - 6. VETIVER REALTY PRIVATE LIMITED**
having its registered office at
BL-B, Flat No.A4, Floor 12,
Banamali Ghoshal Lane
Police Station-Behala,
Kolkata-700 034.
 - 7. EVARAJ PROJECTS LLP,**
 - 8. ETAKA BUILDERS LLP,**
 - 9. ESTHER INFRAPROJECTS LLP,**
all having its registered office at
55/1A, Strand Road,
Room No.2, Fifth Floor
Police Station-Jorabagan,
Kolkata-700 006.
 - 10. DIPAK KUMAR JAISWAL,**
 - 11. ANUP KUMAR JAISWAL**
both sons of Rajeshwar Prasad Jaiswal
both residing at 22B, Orphangunj Road,
Khidderpore, Police Station-Watgunj
Kolkata-700 023.

1. DESCRIPTION OF THE LAND:

ALL THAT the piece and parcel of land containing an area of 88 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.77, L.R. Khatian Nos.526, 549, 550, 553, 554, 555, 558, 566, 567, 573 and 576 R.S. Dag No.117, L.R. Dag No.116, within the limits of Kulerdari Gram Panchayat in the District South 24-Parganas.

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2. DOCUMENTS PERUSED:

Photo-copies of the following:-

A. Deed of Conveyance dated the 26th day of August, 1996 made between one Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Dipak Kumar Jaiswal and Anup Kumar Jaiswal therein jointly referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, Being No.2871 for the year 1996. Annexed herewith and marked with letter **"A"**.

B. Deed of Conveyance dated the 21st day of October, 2014 made between one Puspal Sen alias Pumpal Sen and Smt. Krishna Sen therein jointly referred to as the Vendors of the One Part and one Evaraj Projects 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.46, Pages 1887 to 1901, Being No.7984 for the year 2014. Annexed herewith and marked with letter **"B"**.

C. Deed of Conveyance dated the 19th day of March, 2015 made between one Smt. Binapani Das therein referred to as the Vendor of the One Part and one Etaka 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.8, Pages 4549 to 4565, Being No.2504 for the year 2015. Annexed herewith and marked with letter **"C"**.

D. 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 Deimos Travels 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 1272 to 1286, Being No.2540 for the year 2015. Annexed herewith and marked with letter **"D"**.

E. 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 Thyone Computers 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 1472 to 1486, Being No.2542 for the year 2015. Annexed herewith and marked with letter **"E"**.



F. 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 Bas Harbal Products 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 1487 to 1501, Being No.2545 for the year 2015 Annexed herewith and marked with letter **"F"**.

G. 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 Deimos Harbal Products 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 1339 to 1353, Being No.2546 for the year 2015. Annexed herewith and marked with letter **"G"**.

H. 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 Deimos Computers 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 1287 to 1301, Being No.2548 for the year 2015. Annexed herewith and marked with letter **"H"**.

I. Deed of Conveyance dated the 7th day of April, 2015 made between one Smt. Papiya Majumdar therein referred to as the Vendor of the One Part and one Etaka 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.10, Pages 4043 to 4068, Being No.2923 for the year 2015. Annexed herewith and marked with letter **"I"**.

J. 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 Vetiver Realty 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, Volume No.1604-2015, Pages 64629 to 64659, Being No.160406466 for the year 2015. Annexed herewith and marked with letter **"J"**.

K. Deed of Conveyance dated the 3rd day of November, 2015 made between one Krishna Prasad Mondal therein referred to as the Vendor of the One Part and one Esther Infraprojects 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,



Volume No.1604-2015, Pages 94997 to 95016, Being No.160407695 for the year 2015 Annexed herewith and marked with letter **"K"**.

L. 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 **"L"**.

b) From the Index-I and Index-II searches made in respect of Bas Harbal Products Private Limited, Deimos Travels Private Limited, Deimos Computers Private Limited, Deimos Harbal Products Private Limited, Thyone Computers Private Limited, Vetiver Realty Private Limited, Evaraj Projects LLP, Etaka Builders LLP, Esther Infraprojects LLP, Anup Kumar Jaiswal and Dipak Kumar Jaiswal duly in R.S. Dag No.117 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 **"L 1"**.

c) Report dated 7.01.2016 of the Court Search conducted by Sri Ganesh Manna, Advocate in the Courts of the Learned 10th Civil Judge [Senior Division] at Alipore and Learned 6th Civil Judge [Junior Division] at Alipore in the names of (i) Puspall Sen (ii) Smt Papiya Mazumdar and Smt Binapani Das from the year 2004 to 2015 and Learned 2nd Civil Judge (Junior Division) at Alipore from the year 2004 to 2015. Annexed herewith and collectively marked with letter **"M"**.

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 **"M-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 **"N"**.

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 **"O"**.



g) Conversion Certificates issued by the Block Land & Land Reforms Officer Bishnupur-I at Bhasa South 24-Parganas vide Memo Nos. S-2/412/13, S-2/422/13, S-2/423/13, S-2/421/13, S-2/409/13 all dated 22.06.2015, S-2/933/13 dated 15.10.2015, S-2/255/13, S-2/572/13 both dated 8.05.2015, S-2/251/13, S-2/850/13 both dated 22.09.2015 and S-2/1080/13 dated 23.12.2015. Annexed herewith and collectively marked with letter "P".

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

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 "R".

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 88 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.117 corresponding to L.R. Dag No.116, R.S. Khatian No.77, 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 share.



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 6.25 decimals be the same a little more or less out of the **said land.**

D. By another 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. Papiya Majumdar 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.44, Pages 223 to 232, Being No.4232 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 cottahs 8 chittacks be the same a little more or less out of the **said land.**

E. By another 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. Binapani Das 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.44, Pages 237 to 246, Being No.4234 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 6 decimals be the same a little more or less out of the **said land.**

F. 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 72 decimals be the same a little more or less out of the **said land**.

G. By another Deed of Conveyance dated the 23rd day of August, 1996 made between the said Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Sudhir Chandra Sarkar 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 339 to 350, Being No.2869 for the year 1996 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 8.25 decimals be the same a little more or less out of the **said land**.

H. By another Deed of Conveyance dated the 26th day of August, 1996 made between the said Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Dipak Kumar Jaiswal and Anup Kumar Jaiswal therein jointly referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, Being No.2871 for the year 1996 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 5 1/3rd decimals be the same a little more or less out of the **said land**.

I. By another Deed of Conveyance dated the 23rd day of August, 1999 made between the said Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Krishna Prasad Mondal 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.32, Pages 260 to 269, Being No.2897 for the year 1999 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**.



J. 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 said Kabita's land which she acquired by way of purchase from the legal heirs of the Akhil Kumar Naskar vide Deed No.4229 for the year 1994.

K. 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.

L. By another Deed of Conveyance dated the 17th day of December, 2008 made between the said Sudhir Chandra Sarkar therein referred to as the Vendor of the One Part and one Puspal Sen alias Pumpal Sen and Smt. Krishna Sen therein jointly referred to as the Purchasers 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.23, Pages 2634 to 2645, Being No.5885 for the year 2008 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 8.25 decimals be the same a little more or less out of the said entire land which he acquired by way of purchase vide Deed No.2869 for the year 1996.

M. By another Deed of Conveyance dated the 21st day of October, 2014 made between the said Puspal Sen alias Pumpal Sen and Smt. Krishna Sen therein jointly referred to as the Vendors of the One Part and one Evaraj Projects 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.46, Pages 1887 to 1901, Being No.7984 for the year 2014 the Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 8.25 decimals be the same a little more or less out of the said entire land which they jointly acquired by way of purchase vide Deed No.5885 for the year 2008.

N. By another Deed of Conveyance dated the 19th day of March, 2015 made between the said Smt. Binapani Das therein referred to as the Vendor of the One Part and one Etaka 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.1, CD Volume No.8, Pages 4549 to 4565, Being No.2504 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 6 decimals be the same a little more or less which she has acquired by way of purchase vide Deed No. 4234 of 1994.

O. 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 Deimos Travels 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.1, CD Volume No.9, Pages 1272 to 1286, Being No.2540 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.**

P. 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 Thyone Computers 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.1, CD Volume No.9, Pages 1472 to 1486, Being No.2542 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.**

Q. 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 Bas Harbal Products 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.1, CD Volume No.9, Pages 1487 to 1501, Being No.2545 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.**



R. 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 Deimos Harbal Products 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.1, CD Volume No.9, Pages 1339 to 1353, Being No.2546 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**.

S. 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 Deimos Computers 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.1, CD Volume No.9, Pages 1287 to 1301, Being No.2548 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**.

T. By another Deed of Conveyance dated the 7th day of April, 2015 made between the said Smt. Papiya Majumdar therein referred to as the Vendor of the One Part and one Etaka 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.1, CD Volume No.10, Pages 4043 to 4068, Being No.2923 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 2 cottahs 8 chittacks be the same a little more or less which she acquired by way of purchase vide Deed No. 4232 of 1994.

U. 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 Vetiver Realty 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.1, Volume No.1604-2015, Pages 64629 to 64659, Being No.160406466 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 5 decimals be the same a little more or less out of the **said land.**

V. By another Deed of Conveyance dated the 3rd day of November, 2015 made between the said Krishna Prasad Mondal therein referred to as the Vendor of the One Part and one Esther Infraprojects 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.1, Volume No.1604-2015, Pages 94997 to 95016, Being No.160407695 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 which he acquired by way of purchase vide Deed No.2897 for the year 1999.

W. The said Evaraj Projects Private Limited, Deimos Travels Private Limited, Bas Harbal Products Private Limited, Deimos Harbal Products Private Limited, Deimos Computers Private Limited, Etaka Builders Private Limited, Vetiver Realty Private Limited, Evaraj Projects Private Limited, Thyone Computers Limited, Esther Infraprojects Private Limited, Anup Kumar Jaiswal and Dipak Kumar Jaiswal duly recorded their respective names in the records of the Block Land and Land Reforms Officer, Bishnupur-I and obtained Land Reforms Khatian No. being L.R. Khatian Nos.526, 550, 553, 554, 555, 549, 558, 573, 576, 567 and 566 respectively.

X. The said Evaraj Projects Private Limited has since been converted into a limited liability partnership, namely the Owner No.7 herein, and a certificate of incorporation dated 29.03.2017 has been issued by the Registrar of Companies, West Bengal.

Y. The said Etaka Builders Private Limited has since been converted into a limited liability partnership, namely the Owner No.8 herein, and a certificate of incorporation dated 30.03.2017 has been issued by the Registrar of Companies, West Bengal.

Z. The said Esther Infraprojects Private Limited has since been converted into a limited liability partnership, namely the Owner No.9 herein, and a certificate of incorporation dated 31.03.2017 has been issued by the Registrar of Companies, West Bengal.

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.116 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 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** during the aforementioned period.

From the Index-II searches made in respect of R.S. Dag No.116, 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** during the aforementioned period.

From the Index-II searches made in respect of R.S. Dag No.116, 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 years 2004 and 2005. From the available records it transpires that there is no adverse entry against the **said land** during the aforementioned period.

From the Index-I and Index-II searches made in respect of Bas Harbal Products Private Limited, Deimos Travels Private Limited, Deimos Computers Private Limited, Deimos Harbal Products Private Limited, Thyone Computers Private Limited, Vetiver Realty Private Limited, Evaraj Projects LLP, Etaka Builders LLP, Esther Infracprojects LLP, Anup Kumar Jaiswal and Dipak Kumar Jaiswal, in R.S. Dag No.117 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 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 the said Puspall Sen, Smt Papiya Majumdar and Smt. Binapani Das 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 Bas Harbal Products Private Limited, Deimos Travels Private Limited, Deimos Computers Private Limited, Deimos Harbal Products Private Limited, Thyone Computers Private Limited, Vetiver Realty Private Limited, Evaraj Projects LLP, Etaka Builders LLP, Esther Infraprojects LLP, Anup Kumar Jaiswal and Dipak Kumar Jaiswal, 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.117 corresponding to R.S. Dag No.116 are Bas Harbal Products Private Limited (10 decimals), L.R. Khatian No.553, Deimos Travels Private Limited (10 decimals) L.R. Khatian No.550, Deimos Harbal Products Private Limited (10 decimals), L.R. Khatian No.554, Deimos Computers Private Limited (10 decimals), L.R. Khatian No.549 Etaka Builders LLP (10 decimals), L.R. Khatian No.614, Thyone Computers Private Limited (10 decimals) L.R. Khatian No.555, Vetiver Realty Private Limited (5 decimals), L.R. Khatian No.573, Evaraj Projects LLP (8 decimals), L.R. Khatian No. 616, Esther Infraprojects LLP (10 decimals) L.R. Khatian No. 615, Anup Kumar Jaiswal (3 decimals) L.R. Khatian No.566, Dipak Kumar Jaiswal (2 decimals) L.R. Khatian No.567 the land in the abovementioned dag numbers 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 under the said Act.

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 ^{21st} day of November, 2018.

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


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

