



VICTOR MOSES & CO.

SOLICITORS, ADVOCATES,
PATENT & TRADEMARK ATTORNEYS.

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REPORT ON TITLE

- OWNERS**
- 1. PHOBOS TOURS AND TRAVELS PRIVATE LIMITED,**
having its registered office at
119, Bhupen Roy Road,
Police Station-Behala,
Kolkata-700 034.
 - 2. EKARAJ HOUSING LLP,**
having their registered office at 122/1R,
Satyendra Majumdar Sarani,
Kolkata-700 026.
 - 3. ESTHER BUILDCON LLP,**
having their registered office at
55/1A, Strand Road,
Room No.2, 5th Floor
Police Station-Jorabagan,
Kolkata-700006.

DESCRIPTION OF THE LAND:

ALL THAT the piece and parcel of land containing an area of 17 decimals be the same a little more or less situate and lying at Daulatpur, J.L. No.79, Police Station-Bishnupur, R.S. and L.R. Dag No.27, R.S. Khatian No.326, L.R. Khatian Nos.3105, 4663 and 4655, within the limits of Kulerdari Gram Panchayat, District South 24- Parganas.

2. DOCUMENTS PERUSED:

Photo-copies of the following:-

A. Deed of Conveyance dated the 8th day of December, 2014 made between one Pranab Kumar Kundu and Smt. Sikha Kundu therein jointly referred to as Vendors of the One Part and one Ekaraj Housing Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar Bishnupur, in Book No.I, CD Volume No.24, Pages 238 to 256, Being No.6488 for the year 2014. Annexed herewith and marked with letter "A 1".

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B. Deed of Conveyance dated the 29th day of January, 2015 made between one Smt. Srilata Guha Roy therein referred to as Vendor of the One Part and one Esther Buildcon Private Limited 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, CD Volume No.2, Pages 1814 to 1829, Being No.514 for the year 2015. Annexed herewith and marked with letter **"A 2"**.

C. Deed of Conveyance dated the 12th day of March, 2015 made between one Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Phobos Tours and Travel 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 892 to 903, Being No.2390 for the year 2015. Annexed herewith and marked with letter **"A 3"**.

D. The following search reports:-

a) Report dated the 29.06.2013 of the Index-II search conducted by Ms. Sujata Ghosh Advocate at the offices of i) District Registrar IV, Alipore and ii) Additional District Sub-Registrar, Bishnupur in respect of the above land from 1978 to 2013. Annexed herewith and collectively marked with letter **"B 1"**.

b) Report dated the 21.06.2014 of Index-II search conducted by the 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 2"**.

c) Report dated the 05.10.2018 of Index-II search conducted by the 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 2014 to 05.10.2018. Annexed herewith and collectively marked with letter **"B 3"**.

d) Report dated 27.01.2016 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 in the Court of the Learned 2nd Civil Judge [Junior Division] at Alipore in the names of (i) Smt Binapani Das (ii) Smt Srilata Guha Roy (iii) Krishnendu Sanyal (iv) Asutosh Mukhopadhyay and (v) Pranab Kumar Kundu from the year 2014 to 2015 from 2004 to 2015 Annexed herewith and marked with letter **"C"**.



e) 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-2".

f) Official reply received from the office of the Land Acquisition Collector, South 24-Parganas vide Memo No. LA/info/1909/P/Alipore-12 dated 13.12.2012. Annexed herewith and marked with letter "D".

g) 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 marked with letter "E".

h) Conversion Certificates issued by the Block Land & Land Reforms Officer Bishnupur-I at Bhasa South 24-Parganas vide Memo Nos. S-2/424/13 dated the 22.6.2015, S-2/254/13 dated 8.5.2015 and S-2/305/13 dated 03.06.2015. Annexed herewith and collectively marked with letter "F".

i) Official reply received from the office of the Kolkata Metropolitan Development Authority (KMDA) vide Memo No.648/KMDA/Estt./ LAM-792(Pt.) dated 11.02.2015. Annexed herewith and marked with letter "G".

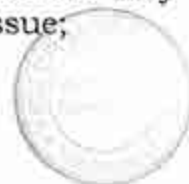
j) Official reply received from the office of the Competent Authority under Urban Land (Ceiling & Regulation) Act 1976 vide Memo No. 1/6/8/ULC dated 7.9.2015. Annexed herewith and marked with letter "H".

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 22 Decimals be the same a little more or less situate lying at Mouza Daulatpur, J.L. No.79, Police Station-Bishnupur, Touzi No.1299, R.S. No.341, R.S. and L.R. Dag No.27, R.S.



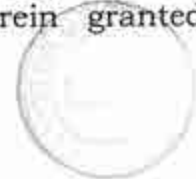
Khatian No.326, in the District of South 24-Parganas, under Kulerdari Gram Panchayat (hereinafter referred to as the **said land**).

B. The said Akhil Kumar Naskar who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his four sons namely Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuvan Kumar Naskar and Nayan Kumar Naskar and three daughters namely Smt. Basanti Naskar, Smt. Ashima Mondal and Smt. Anima Naskar, as his heiresses, heirs 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, Mohan Kumar Naskar, Bhuvan Kumar Naskar, Nayan Kumar Naskar, Smt. Basanti Naskar, Smt. Ashima Mondal and Smt. Anima Naskar therein jointly referred to as 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, Bisnhupur, South 24-Parganas in Book No.I, Volume No.44, Pages 237 to 246, Being No.4234 for the year 1994, the said Vendors 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 3.65 decimals be the same a little more or less out of **said land**.

D. By another Deed of Conveyance dated the 5th day of October, 1994 made between the said Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuvan Kumar Naskar, Nayan Kumar Naskar, Smt. Basanti Naskar, Smt. Ashima Mondal and Smt. Anima Naskar therein jointly referred to as Vendors of the One Part and one Smt. Srilata Guha Roy therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Bisnhupur, South 24-Parganas in Book No.I, Volume No.47, Pages 11 to 20, Being No.4238 for the year 1994, the said Vendors 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 be the same a little more or less out of **said land**.

E. By another Deed of Conveyance dated the 15th day of March, 1995 made between the said Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuvan Kumar Naskar, Nayan Kumar Naskar, Smt. Basanti Naskar, Smt. Ashima Mondal and Smt. Anima Naskar therein jointly referred to as Vendors of the One Part and one Krishnendu Sannyal 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.12, Pages 193 to 202, Being No.971 for the year 1995, the said Vendors 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 be the same a little more or less out of **said land**.

F. By another Deed of Conveyance dated the 15th day of March, 1995 made between the said Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuvan Kumar Naskar, Nayan Kumar Naskar, Smt. Basanti Naskar, Smt. Ashima Mondal and Smt. Anima Naskar therein jointly referred to as Vendors of the One Part and one Pranab Kumar Kundu and Smt. Sikha Kundu therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, Volume No.12, Pages 193 to 202, Being No.972 for the year 1995, the said Vendors 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 3 (three) cottahs equivalent to 5 decimals be the same a little more or less out of **said land**.

G. By another Deed of Conveyance dated the 20th day of August, 1996 made between the said Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuvan Kumar Naskar, Nayan Kumar Naskar, Smt. Basanti Naskar, Smt. Ashima Mondal and Smt. Anima Naskar therein jointly referred to as 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, Bisnhupur, South 24-Parganas in Book No.I, Volume No.30, Pages 193 to 204, Being No.2830 for the year 1996, the said Vendors 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 6.8 decimals be the same a little more or less out of **said land**.

H. By another Deed of Conveyance dated the 24th day of July, 1998 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and the said Smt. Binapani Das therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bisnhupur, South 24-Parganas in Book No.I, Volume No.38, Pages 313 to 320, Being No.2102 for the year 1998, the said 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 1.65 decimals be the same a little more or less out of 6.8 decimals in the **said land** which he acquired by way of purchase vide Deed No. 2830 for the year 1996.



I. By another Deed of Conveyance dated the 8th day of December, 2014 made between the said Pranab Kumar Kundu and Smt. Sikha Kundu therein jointly referred to as Vendors of the One Part and one Ekaraj Housing Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, in Book No.I, CD Volume No.24, Pages 238 to 256, Being No.6488 for the year 2014, the said Vendors 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 3(three) cottah equivalent to 5 decimals be the same a little more or less which they jointly acquired by way of purchase vide Deed No.972 of 1995.

J. By another Deed of Conveyance dated the 29th day of January, 2015 made between the said Smt. Srilata Guha Roy therein referred to as Vendor of the One Part and one Esther Buildcon Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bisnhupur, South 24-Parganas in Book No.I, CD Volume No.2, Pages 1814 to 1829, Being No.514 for the year 2015, the said 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 be the same a little more or less which she acquired by way of purchase vide Deed No. 4238 for the year 1994.

K. By another Deed of Conveyance dated the 12th day of March, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Phobos Tours and Travel 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 892 to 903, Being No.2390 for the year 2015, the said 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 5.15 decimals be the same a little more or less which he acquired by way of purchase vide Deed No.2830 for the year 1996.

L. Thus the said Ekaraj Housing Private Limited, Esther Buildcon Private Limited and Phobos Tours and Travel Private Limited duly recorded their respective names in the office of the Block Land and Land Reforms Officer, Bishnupur, South 24-Parganas in respect of the aforesaid dag number.

M. The said Ekaraj Housing Private Limited has since been converted into a limited liability partnership, namely the Owner No.2 herein, and a



certificate of incorporation dated 27.03.2017 has been issued by the Registrar of Companies, West Bengal.

N. The said Esther Buildcon Private Limited has since been converted into a limited liability partnership, namely the Owner No.3 herein, and a certificate of incorporation dated 30.03.2017 has been issued by the Registrar of Companies, West Bengal.

6. **RESULT OF THE SEARCHES:**

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

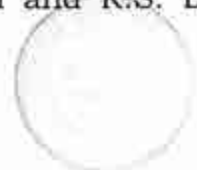
a) **Registration Offices:**

From the Index-II searches made in respect of R.S. Dag No.27 during the aforementioned period at the office of Registrar of Assurances, Kolkata, it transpires that the concerned Pages for the years 1982, 1987, 1992, 1993, 1994 and 2000 are torn and/or partly torn and Volumes are transferred therefore not available for the years 1984, 1985 and 1986, and Books are not available for the years 1997 and 1999. 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.27, during the aforementioned period at the office of Distract Registrar, Alipore, it transpires that the concerned Pages for the years 1988, 1991, 1994, 1999, 2000 and 2001 are torn and/or partly torn and the volumes for the years 1982, 1983, 1984, 1985 1986 and 1987. 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.27, during the aforementioned period at the office of the Additional District Sub-Registrar, Bishnupur, it transpires that the concerned Pages for the year 1989 is torn and/or partly torn, Volumes are transferred therefore not available for the years 1983, 1984 and 1999 and Books are not available for the year 1991. 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 Smt. Binapani Das, Smt. Srilata Guha Roy, Krishnendu Sanyal, Ashutosh Mukhopadhyay, Pranab Kumar Kundu, Esther Buildcon LLP, Ekaraj Housing LLP, Phobos Tours and Travel Private Limited and R.S. Dag



No.27 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 names of Smt. Binapani Das, Smt. Srilata Guha Roy, Krishnendu Sanyal, Ashutosh Mukhopadhyay, Pranab Kumar Kundu, Ekaraj Housing Private Limited, Esther Buildcon LLP, Ayanna Projects LLP, Ayanna Properties Private Limited, Phobos Tours and Travel Private Limited and Eeshvi Villa LLP 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 Ekaraj Housing LLP, Esther Buildcon LLP and Phobos Tours and Travel Private Limited, in the aforesaid Courts touching the **said Land**.

c] Land Acquisition Collector, South 24-Parganas:

From the searches made in 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 searches made at the office of the B.L. & L.R.O., Bishnupur-I, it transpires that the recorded owners in respect of the abovementioned dag No. are Ekaraj Housing LLP, (5 decimals), L.R. Khatian No.4663, Esther Buildcon LLP, (3 decimals) L.R. Khatian No.4655 and Phobos Tours and Travel Private Limited (6 decimals) L.R. Khatian No.3105, 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 searches made in 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 searches made at the office of the Sub Division Officer and Competent Authority, under Urban Land (Ceiling & Regulations) Act 1976, it transpires that **said land** in question 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** in question appears to be marketable and the Owners have marketable title to the same.

Dated this 6th day of December, 2018.

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


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

