



# 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. LEYMUS REALTY PRIVATE LIMITED,**
  - 2. PHLOMIS DEVELOPERS PRIVATE LIMITED,**
  - 3. BAHIAGRASS HOUSING PRIVATE LIMITED,**
  - 4. COLLETIA HOUSING PRIVATE LIMITED,**  
all having their respective registered office at  
119, Bhupen Roy Road,  
Police Station-Behala,  
Kolkata-700 034.
  - 5. SIDDHARTHA MUKHOPADHYAY,**
  - 6 BRATATI MUKHOPADHYAY,**  
Both residing at 119, Bhupen Roy Road,  
Police Station-Behala,  
Kolkata-700 034.
  - 7. SHIBAMOY CHAKRABORTY,**  
residing at 20, Bhupen Roy Road,  
Flat No.4B, Police Station-Behala,  
Kolkata-700 034.
  - 8. SMT. DIPIKA BANERJEE,**  
residing at P-32, Arcadia Extension,  
Police Station-Behala,  
Kolkata-700 034.
  - 9. JIBAN KR. DE,**  
residing at 316, Canal Street,  
Flat No.311, Police Station-Lake Town,  
Kolkata-700 048.
  - 10. SUBRATA ROY,**  
residing at J-250, Paharpur Road,  
Police Station-Garden Reach,  
Kolkata-700 024.

### **1. DESCRIPTION OF THE LAND:**

**ALL THAT** the piece and parcel of land containing an area of 55 decimals be the same a little more or less situate and lying at Daulatput,

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J.L. No.79, Police Station-Bishnupur, R.S. and L.R. Dag No.30, R.S. Khatian No.181, L.R. Khatian Nos.4231, 4235, 4227, 4237, 2902, 2949, 4222, 4273, 4274 and 4223 within the limits of Kulerdari Gram Panchayat, District South 24 Parganas.

## 2. DOCUMENTS PERUSED:

Photo-copies of the following:-

A. Indenture of Conveyance dated the 18<sup>th</sup> day of February, 2003 made between one Sasthi Purkait, Rampada Purkait, Shyamapada Purkait, Bishnupada Purkait and Krishnapada Purkait 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, Bishnupur, 24-Parganas (S) in Book No.I, Volume No.45, Pages 193 to 204, Being No.3793 for the year 2003. Annexed herewith and marked with letter "A 1".

B. Indenture of Conveyance dated the 8<sup>th</sup> day of December, 2003 made between one Gobinda Purkait therein referred to as Vendor 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, 24-Parganas (S) in Book No.I, Being No.4419 for the year 2003. Annexed herewith and marked with letter "A 2".

C. Indenture of Conveyance dated the 1<sup>st</sup> day of July, 2004 made between one Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Jiban Kumar De therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, 24-Parganas (S) in Book No.I, Volume No.37, Pages 21 to 32, Being No.2510 for the year 2004. Annexed herewith and marked with letter "A 3".

D. Indenture of Conveyance dated the 1<sup>st</sup> day of July, 2004 made between one Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Subrata Roy therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, 24-Parganas (S) in Book No.I, Volume No.37, Pages 33 to 44, Being No.2511 for the year 2004. Annexed herewith and marked with letter "A 4".

E. Indenture of Conveyance dated the 1<sup>st</sup> day of July, 2004 made between one Ashutosh Mukhopadhyay therein referred to as Vendor of



the One Part and one Sibamoy Chakraborty therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, 24-Parganas (S) in Book No.I, Volume No.37, Pages 45 to 56, Being No.2512 for the year 2004. Annexed herewith and marked with letter **"A 5"**.

F. Indenture of Conveyance dated the 1<sup>st</sup> day of July, 2004 made between one Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Smt. Dipika Banerjee therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, 24-Parganas (S) in Book No.I, Volume No.37, Pages 69 to 80, Being No.2514 for the year 2004. Annexed herewith and marked with letter **"A 6"**.

G. Indenture of Conveyance dated the 16<sup>th</sup> day of July, 2015 made between one Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Colletia Housing 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 35963 to 35990, Being No.160405441 for the year 2015. Annexed herewith and marked with letter **"A 7"**.

H. Indenture of Conveyance dated the 16<sup>th</sup> day of July, 2015 made between one Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Leymus 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 36326 to 36355, Being No.160405442 for the year 2015. Annexed herewith and marked with letter **"A 8"**.

I. Indenture of Conveyance dated the 16<sup>th</sup> day of July, 2015 made between one Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Bahiagrass Housing 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 36085 to 36114, Being No.160405443 for the year 2015. Annexed herewith and marked with letter **"A 9"**.

J. Indenture of Conveyance dated the 16<sup>th</sup> day of July, 2015 made between one Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Phlomis Developers 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 36265 to 36294, Being No.160405446 for the year 2015. Annexed herewith and marked with letter **"A 10"**.



K. Deed of Exchange dated the 29<sup>th</sup> day of February, 2016 made between one Tapas Das therein referred to as First Party of the One Part and Leymus Realty Private Limited therein referred to as the Second Party of the Second Part and registered at the Office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, Volume No.1604-2016, Pages 36273 to 36290, Being No.160401254 for the year 2016. Annexed herewith and marked with letter **"A 11"**.

L. Deed of Exchange dated the 29<sup>th</sup> day of February, 2016 made between one Tapas Das therein referred to as First Party of the One Part and Leymus Realty Private Limited therein referred to as the Second Party of the Second Part and registered at the Office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, Volume No.1604-2016, Pages 37023 to 37040, Being No.160401255 for the year 2016. Annexed herewith and marked with letter **"A 12"**.

M. Death certificate of Ashutosh Mukhopadhyay dated 10<sup>th</sup> day May, 2017. Annexed herewith and marked with letter **"A 13"**.

N. Deed of Gift dated 17<sup>th</sup> day of August, 2017 made between Shreya Mukhopadhyay therein referred to as the Donor of the One Part and Siddhartha Mukherjee alias Mukhopadhyay therein referred to as the Donee of the Other Part and registered at the of the Additional District Sub-Registrar, Bishnupur South 24-Parganas in Book No.I, Volume No.1613-2017, Pages 96693 to 96713, Being No.161304686 for the year 2017. Annexed herewith and marked with letter **"A 14"**.

O. 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) From the Index-I and Index-II searches made in respect of Phlomis Developers Private Limited, Bahiyagrass Housing Private Limited, Leymus Realty Private Limited, Colletia Housing Private Limited, Shibomoy Chakraborty, Subrata Roy, Jiban Kumar Dey, Smt. Dipika



Bannerjee, Siddhartha Mukhopadhyay and Bratati Mukhopadhyay in R.S. Dag No.30 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 3"**.

d) Report dated 27.1.2015 of the Court Search conducted by Sri Ganesh Manna, Advocate in the Courts of the Learned 10<sup>th</sup> Civil Judge [Senior Division] at Alipore and Learned 6<sup>th</sup> Civil Judge [Junior Division] at Alipore and the Learned 2<sup>nd</sup> Civil Judge [Junior Division] at Alipore in the name of Sashti Purkait and Ashutosh Mukhopadhyay from the year 2003 to 2014. Annexed herewith and collectively 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 10<sup>th</sup> Civil Judge [Senior Division] at Alipore and Learned 6<sup>th</sup> Civil Judge [Junior Division] at Alipore from the year 2014 to 2018. Annexed herewith and collectively marked with letter **"C-1"**.

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-2/840/13, S-2/842/13, S-2/846/13, S-2/844/13 all dated the 22.6.2015 and S-2/930/13 dated 15.10.2015. Annexed herewith and collectively marked with letter **"F"**.

i) Official reply report 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 collectively 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:**

A) One Pran Krishna Mondal was seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 68 Decimals be the same a little more or less situate lying at Mouza Daulatpur, J.L. No.79, Police Station-Bishnupur, R.S. No.341, Touzi Nos.1299, 1774 and 1775, R.S. Dag No.30, R.S. Khatian No.181 in the District of South 24-Parganas (hereinafter referred to as the "**said land**").

B. The said Pran Krishna Mondal who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his daughter, Smt. Lakshmimoni Naskar as his only heiress and legal representative who upon his death inherited the **said land**.

C. The said Smt. Lakshmimoni Naskar who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her three sons namely, Sudarshan Chandra Naskar, Subaram Chandra Naskar and Sachindra Nath Naskar, who upon her death jointly inherited the **said land**.

D. The said Sudarshan Chandra Naskar, Subaram Chandra Naskar and Sachindra Nath Naskar had recorded their respective names in the office of Block Land & Land Reforms Officer, Bishnupur-I, and obtained three separate Land Reforms Khatian Nos. being L.R. Khatian Nos.1898, 1911 and 1687 respectively.

E. By a Bengali Kobala dated the 3<sup>rd</sup> day of July, 1992 made between the said Sudarshan Chandra Naskar and Ors. therein jointly referred to as Vendors of the One Part and one Gobinda Purkait therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar Bishnupur, in Book No.I, Volume No.45, Pages 119 to 122, Being No.4243 for the year 1992, the said 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 measuring an area of 34 Decimals be the same a little more or less out of the **said land**.



F. Thereafter the said Gobinda Purkait had recorded his name in the office of Block Land & Land Reforms Officer, Bishnupur- I, and obtained Land Reform Khatian No.612.

G. By another Bengali Kobala dated the 18<sup>th</sup> day of May, 2001 made between the said Sudarshan Chandra Naskar and Ors. therein jointly referred to as Vendors of the One Part and one Sasthi Purkait, Rampada Purkait, Shyamapada Purkait, Bishnupada Purkait and Krishnapada Purkait 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.14, Pages 427 to 432, Being No.1156 for the year 2003, 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 remaining piece and parcel of land measuring an area of 34 Decimals be the same a little more or less out of the **said land**.

H. By an Indenture of Conveyance dated the 18<sup>th</sup> day of February, 2003 made between the said Sasthi Purkait, Rampada Purkait, Shyamapada Purkait, Bishnupada Purkait and Krishnapada Purkait 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 Bishnupur, 24-Parganas (S) in Book No.I, Volume No.45, Pages 193 to 204, Being No.3793 for the year 2003, the said 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 34 Decimals be the same a little more or less out of the **said land** which they have jointly acquired by way of purchase vide Deed No.1156 of 2003.

I. By another Indenture of Conveyance dated the 8<sup>th</sup> day of December, 2003 made between the said Gobinda Purkait therein referred to as 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, 24-Parganas (S) in Book No.I, Being No.4419 for the year 2003, 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 remaining piece and parcel of land measuring an area of 34 Decimals be the same a little more or less out of the **said land** which he acquired by way of purchase vide Deed 4243 of 1992.

J. Thus the said Ashutosh Mukhopadhyay became seized and possessed of the **said land** and recorded his name in the office of Block





Land & Land Reforms Officer, Bishnupur-I, and obtained new Land Reform Khatian No. being L.R. Khatian No.2903.

K. By another Indenture of Conveyance dated the 1<sup>st</sup> day of July, 2004 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Jiban Kumar De therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar Bishnupur, 24-Parganas (S) in Book No.I, Volume No.37, Pages 21 to 32, Being No.2510 for the year 2004, 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 measuring an area of 2 cottahs 8 chittacks or 4.125 Decimals be the same a little more or less out of the **said land**.

L. By another Indenture of Conveyance dated the 1<sup>st</sup> day of July, 2004 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Subrata Roy therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar Bishnupur, 24-Parganas (S) in Book No.I, Volume No.37, Pages 33 to 44, Being No.2511 for the year 2004, 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 measuring an area of 3 cottahs 8 chittacks or 5.750 Decimals be the same a little more or less out of the **said land**.

M. By another Indenture of Conveyance dated the 1<sup>st</sup> day of July, 2004 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Sibamoy Chakraborty therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar Bishnupur, 24-Parganas (S) in Book No.I, Volume No.37, Pages 45 to 56, Being No.2512 for the year 2004, 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 measuring an area of 4 cottahs or 6.6 Decimals be the same a little more or less out of the **said land**.

N. By another Indenture of Conveyance dated the 1<sup>st</sup> day of July, 2004 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Smt. Dipika Banerjee therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar Bishnupur, 24-Parganas (S) in Book No.I, Volume No.37, Pages 69 to 80, Being No.2514 for the year 2004, 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 measuring an area of 2 cottahs 8 chittacks or 4.125 Decimals be the same a little more or less out of the **said land**.

O. The said Jiban Kumar De, Subrata Roy, Sibamoy Chakraborty and Dipika Banerjee recorded their respective names in the office of Block Land & Land Reforms Officer, Bishnupur-I and obtained new Land Reforms Khatian Nos. being L.R. Khatian Nos.4274, 4223, 4222 and 4273 respectively.

P. By another Indenture of Conveyance dated the 16<sup>th</sup> day of July, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Colletia Housing Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the District Sub-Registrar-IV, Alipore, South 24-Parganas in Book No.I, Volume No.1604-2015, Pages 35963 to 35990, Being No.160405441 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 measuring an area of 10 Decimals be the same a little more or less out of the **said land**.

Q. By another Indenture of Conveyance dated the 16<sup>th</sup> day of July, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Leymus Realty Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the District Sub-Registrar-IV, Alipore, South 24-Parganas in Book No.I, Volume No.1604-2015, Pages 36326 to 36355, Being No.160405442 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 measuring an area of 10 Decimals be the same a little more or less out of the **said land**.

R. By another Indenture of Conveyance dated the 16<sup>th</sup> day of July, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Bahiagrass Housing Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the District Sub-Registrar-IV, Alipore, South 24-Parganas in Book No.I, Volume No.1604-2015, Pages 36085 to 36114, Being No.160405443 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 measuring an area of 10 Decimals be the same a little more or less out of the **said land**.



S. By another Indenture of Conveyance dated the 16<sup>th</sup> day of July, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Phlomis Developers Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the District Sub-Registrar-IV, Alipore, South 24-Parganas in Book No.I, Volume No.1604-2015, Pages 36265 to 36294, Being No.160405446 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 measuring an area of 10 Decimals be the same a little more or less out of the **said land**.

T. The said Colletia Housing Private Limited, Leymus Realty Private Limited, Bahiagrass Housing Private Limited and Phlomis Developers Private Limited, Shibomoy Chakraborty, Subrata Ray, Jiban Kumar De, Smt. Dipika Bannerjee and Ashutosh Mukhopadhyay had recorded their respective names in the office of Block Land & Land Reforms Officer, Bishnupur-I and obtained their respective Land Reforms Khatian Nos. being L.R. Nos.4237, 4231, 4227, 4235, 4222, 4223, 4274, 4273 and 2903 respectively.

U. The said Ashutosh Mukhopadhyay who during his lifetime was Hindu and governed by the Dayabhagha School of Hindu Law died intestate on 10<sup>th</sup> day of May, 2017 leaving him surviving his widow namely Smt. Bratati Mukhopadhaya, his only son Siddhartha Mukhopadhyay and only daughter Shreya Mukhopadhyay as his only heiresses, heir and legal representatives who upon his death became jointly entitled to All That the remaining undivided part or share of the said Ashutosh Mukhopadhyay in the said entire land.

V. By a Deed of Gift dated 17<sup>th</sup> day of August, 2017 made between Shreya Mukhopadhyay therein referred to as the Donor of the One Part and Siddhartha Mukherjee alias Mukhopadhyay therein referred to as the Donee of the Other Part and registered at the of the Additional District Sub-Registrar, Bishnupur South 24-Parganas in Book No.I, Volume No.1613-2017, Pages 96693 to 96713, Being No.161304686 for the year 2017 the said Shreya Mukhopadhyay out of her love and affection granted, transferred, conveyed, assigned and assured unto and in favour of her brother Siddhartha Mukherjee alias Mukhopadhyay All That her undivided 1/3<sup>rd</sup> part or share in the said land of Ashutosh Mukhopadhyay.



**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.30 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 inspection 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.30, 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 are not available for inspection. 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.30, during the aforementioned period at the office of 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 inspection 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 Colletia Housing Private Limited, Leymus Realty Private Limited, Bahiagrass Housing Private Limited and Phlomis Developers Private Limited, Shibomoy Chakraborty, Subrata Ray, Jiban Kumar De, Smt. Dipika Bannerjee, Siddhartha Mukherjee and Bratati Mukhopadhyay, in R.S. Dag No.30 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 the names of Sasthi Purkait 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 Colletia Housing Private Limited, Leymus Realty Private Limited, Bahiagrass Housing Private Limited and Phlomis Developers Private Limited, Shibomoy Chakraborty, Subrata Ray, Jiban Kumar De, Smt. Dipika Bannerjee, Siddhartha Mukherjee and Bratai Mukhopadhyay, 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 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 Phlomis Developers Private Limited (10 sataks), L.R. Khatian No.4235, Bahiyagrass Housing Private Limited (10 sataks), L.R. Khatian No.4227, Leymus Realty Private Limited (10 sataks), L.R. Khatian No.4231, Colletia Housing Private Limited (10



sataks) L.R. Khatian No.4237, Shibomoy Chakraborty (6 sataks) L.R. Khatian No.4222, Subrata Roy (6 sataks) L.R. Khatian No.4223, Jiban Kumar Dey (4 sataks) L.R. Khatian No.4274, Smt. Dipika Bannerjee (4 sataks) L.R. Khatian No.4273, Ashutosh Mukhopadhyay (8 sataks) L.R. Khatian No.2903 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 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** 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 6<sup>th</sup> day of December, 2018.

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

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

