



# VICTOR MOSES & CO.

SOLICITORS, ADVOCATES,  
PATENT & TRADEMARK ATTORNEYS.

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

## REPORT ON TITLE

- OWNERS**
1. **SIDDHARTHA MUKHOPADHYAY,**
  2. **SMT. BRATATI MUKHOPADHYAY**
  3. **KUDZO GRIHO PRIVATE LIMITED,**
  4. **BIARUM BUILDERS PRIVATE LIMITED,**  
all of 119, Bhupen Roy Road,  
Police Station-Behala,  
Kolkata-700 034.
  5. **WRIDDHI REAL ESTATE LLP,**  
161/1, Mahatma Gandhi Road,  
Room No.41,  
Police Station-Jorasanko,  
Kolkata-700007.
  6. **INTEGRAL PROPERTIES PRIVATE LIMITED,**  
having its registered office at  
122/1R, Satyendra Majumdar Sarani,  
Kolkata-700 026.
  7. **EVARAJ COMPLEX LLP,**  
having its registered office at  
55/1A, Strand Road,  
Room No.2, 5<sup>th</sup> Floor  
Police Station-Jorabagan,  
Kolkata-700006.
  8. **MRS. SANGITA CHAKRABORTY,**  
20, Bhupen Roy Road,  
Labkush Apartment, 3<sup>rd</sup> Floor  
Police Station-Behala,  
Kolkata-700 034.

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

**ALL THAT** the piece and parcel of land containing an area of 54 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.31, R.S. Khatian No.570, L.R. Khatian Nos.2949, 4226, 4229, 2902, 4661, 4135, 4653 and 4218, within the limits of Kulerdari Gram Panchayat in the District of South 24-Parganas.



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**2. DOCUMENTS PERUSED:**

Photo-copies of the following:-

A. Indenture of Conveyance dated the 10<sup>th</sup> day of February, 1998 made between one Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Smt. Sangita Chakraborty therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Bishnupur, 24-Parganas in Book No.I, Volume No.4, Pages 271 to 282, Being No.321 for the year 1998. Annexed herewith and marked with letter **"A 1"**.

B. Indenture of Conveyance dated the 25<sup>th</sup> day of June, 1999 made between one Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Smt. Madhusree Gangopadhyay therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Bishnupur, 24-Parganas in Book No.I, Volume No.25, Pages 31 to 40, Being No.2192 for the year 1999. Annexed herewith and marked with letter **"A 2"**.

C. Indenture of Conveyance dated the 14<sup>th</sup> day of February, 2005 made between one Haran Chandra 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, District South 24-Parganas in Book No.I, Being No.2543 for the year 2005. Annexed herewith and marked with letter **"A 3"**.

D. Indenture of Conveyance dated the 28<sup>th</sup> day of January, 2013 made between one Smt. Madhusree Gangopadhyay 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 District Sub-Registrar-IV, South 24 Parganas, in Book No.I, Being No.1661 for the year 2013. Annexed herewith and marked with letter **"A 4"**.

E. Indenture of Conveyance dated the 1<sup>st</sup> day of March, 2013 made between one Binarani Mondal 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 District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.8, Pages 1403 to 1418, Being No.1655 for the year 2013. Annexed herewith and marked with letter **"A 5"**.

F. Indenture of Conveyance dated the 1<sup>st</sup> day of March, 2013 made between one Kamal Naskar, Swapan Naskar, Robin Naskar, Smt. Bamnirani Naskar and Smt. Bina Rani Mondal therein jointly referred to



as Vendors of the One Part and one Siddhartha Mukhopadhyay 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 1434 to 1454, Being No.1656 for the year 2013. Annexed herewith and marked with letter **"A 6"**.

G. Indenture of Conveyance dated the 5<sup>th</sup> day of March, 2013 made between one Lakshmi Bala Naskar, Tapan Naskar, Smt. Gouri Naskar, Samir Naskar, Ranjit Naskar, Smt. Amala Naskar, Suman Naskar and Smt. Tapasi Mondal therein jointly referred to as Vendors of the One Part and one Siddhartha Mukhopadhyay 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 2831 to 2855, Being No.1759 for the year 2013. Annexed herewith and marked with letter **"A 7"**.

H. Indenture of Conveyance dated the 7<sup>th</sup> day of May, 2013 made between one Balai Naskar, Smt. Mousumi Naskar, therein jointly referred to as Vendors of the One Part and one Siddhartha Mukhopadhyay 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.21, Pages 690 to 711, Being No.3667 for the year 2013. Annexed herewith and marked with letter **"A 8"**.

I. Indenture of Conveyance dated the 28<sup>th</sup> day of October, 2013 made between one Ashok Kumar Naskar therein referred to as Vendor of the One Part and one Wriddhi Real Estate 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.13, Pages 966 to 982, Being No.5471 for the year 2013. Annexed herewith and marked with letter **"A 9"**.

J. Indenture of Conveyance dated the 30<sup>th</sup> day of January, 2015 made between one Chapala Kayal alias Chapalabala Kayal therein referred to as Vendor of the One Part and one Intrigral Properties Private Limited and Evraj Complex Private Limited 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.2, Pages 2942 to 2961, Being No.570 for the year 2015. Annexed herewith and marked with letter **"A 10"**.

K. Indenture of Conveyance dated the 10<sup>th</sup> day of July, 2015 made between one Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Kudzo Griho 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 32401 to 32437, Being No.160405316 for the year 2015. Annexed herewith and marked with letter **"A 11"**.

L. Indenture of Conveyance dated the 10<sup>th</sup> day of July, 2015 made between one Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Bairum 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, Volume No.1604-2015, Pages 32438 to 32466, Being No.160405317 for the year 2015. 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 Kudzo Griho Private Limited, Biarum Builders Private Limited, Wriddhi Real Estate LLP, Integral Properties Private Limited, Evaraj Complex LLP, Smt. Sangita Chakraborty, Siddhartha Mukhopadhyay and Bratati Mukhopadhyay in R.S. Dag No.31 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 27.01.2016 of the Court Search conducted by Sri Ganesh Manna, 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 and in the Court of the Learned 2<sup>nd</sup> Civil Judge [Junior Division] at Alipore in the names of (i) Haran Chandra Purkait, (ii) Smt. Chapala Bala Kyal, (iii) Smt. Lakshmi Bala Naskar, (iv) Balai Chandra Naskar, (v) Ashok Kumar Naskar, (vi) Rabin Chandra Naskar, (vii) Smt. Madhusree Gangopadhyay and (viii) Swapan Naskar from the year 2003 to 2013 and Ashutosh Mukhopadhyay from 2004 to 2015 and Siddhartha Mukhopadhyay from 2010 to 2015. 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. Biplob 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/1905/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-2/2013 dated 08.05.2013, S-2/618/2013 dated 29.09.2014, S-2/300/2013, S-2/297/2013 both dated 03.06.2015, S-2/901/2013 dated 06.10.2015, S-2/839/2013, S-2/843/2013 and S-2/853/2013 all dated 22.09.2015. 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.394/KMDA/Estt./LAM-792(Pt.) dated 20.11.2014. 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 Surendra Nath Naskar was seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 35 Decimals be the same a little more or less situate lying at Mouza Daulatpur, J.L. No.79, Police Station-Bishnupur, Touzi No.1299, 1774 and 1775, R.S. No.341, R.S. Dag No.31, R.S. Khatian No.570 in the District of the then 24 Parganas, under Kulerdari Gram Panchayat (hereinafter referred to as the said **First Plot of Land**).

B. One Khagendra Nath Naskar was seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 34 Decimals be the same a little more or less situate lying at Mouza Daulatpur, J.L. No.79, Police Station-Bishnupur, Touzi No.1299, 1774 and 1775, R.S. No.341, R.S. Dag No.31, R.S. Khatian No.365 in the District of the then 24 Parganas, under Kulerdari Gram Panchayat (hereinafter referred to as the said **Second Plot of Land**).

C. By a Bengali Kobala dated the 24<sup>th</sup> day of May, 1978 made between the said Surendra Nath Naskar therein referred to as Vendor of the One Part and one Haran Chandra 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.55, Pages 40 to 41, Being No.3812 for the year 1978, 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 16.5 decimals be the same a little more or less out of the said **First Plot of Land**.

D. By an Indenture of Conveyance dated the 11<sup>th</sup> day of May, 1979 made between the said Surendra Nath Naskar therein referred to as Vendor of the One Part and one Chapala Kayal alias Chapalabala Kayal 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.37, Pages 208 to 210, Being No.3250 for the year 1979, 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 18.50 decimals out of the said **First Plot of Land**.



E. The said Khagendra Nath Naskar who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate in the year 1985, leaving him surviving his widow Smt. Gorabini Naskar, seven sons namely Balai Chandra Naskar, Subal Naskar, Shyamal Naskar, Kanai Naskar, Kamal Naskar, Swapan Naskar and Robin Naskar and three daughters namely Smt. Kaminibala Naskar, Smt. Bamanirani Naskar and Smt. Binarani Mondal as his heirs, heiresses and legal representatives who upon his death jointly inherited the said **Second Plot of Land** having 1/11<sup>th</sup> part or share each.

F. The said Balai Chandra Naskar, Subal Chandra Naskar, Kamal Chandra Naskar, Smt. Bamnirani Naskar, Swapan Naskar, Gorabini Naskar and Smt. Binarani Mondal mutated their respective names in the office of the Block Land and Land Reforms Officer Bishnupur-1 and obtained a Land Reforms Khatian Numbers being L.R. Khatian No.1152, 1173, 423, 1914, 1764, 573 and 1242 respectively.

G. By another Indenture of Conveyance dated the 26<sup>th</sup> day of November, 1997 made between the said Subal Chandra Naskar, Kamal Naskar and Bamnirani Naskar therein 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, South 24-Parganas in Book No.1, Volume No.41, Pages 93 to 102, Being No.3699 for the year 1997, 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 their respective undivided part or share in the said **Second Plot of Land** containing an area of 9.27 Decimals be the same a little more or less.

H. By another Indenture of Conveyance dated the 10<sup>th</sup> day of February, 1998 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Smt. Sangita Chakraborty therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Bishnupur, 24-Parganas in Book No.1, Volume No.4, Pages 271 to 282, Being No.321 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 measuring an area of 8.25 Decimals out of 9.27 decimals be the same a little more or less which he acquired by way of purchase from the said Subal Chandra Naskar and others vide Deed No.3699 for the year 1997.

I. By another Indenture of Conveyance dated the 24<sup>th</sup> day of June, 1999 made between the said Swapan Naskar 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, South 24-Parganas in Book No.I, Volume No.24, Pages 163 to 172, Being No.2169 for the year 1999, 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 his undivided part or share measuring an area of 3.09 decimals be the same a little more or less out which he acquired by way of inheritance from his father Khagendra Nath Naskar in the said **Second Plot of Land**.

J. By another Indenture of Conveyance dated the 25<sup>th</sup> day of June, 1999 made between the said Asutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Madhusree Gangopadhyay 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.25, Pages 31 to 40, Being No.2192 for the year 1999, 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 8chittacks be the same a little more or less out of the land he acquired by way of purchase from the heirs and heiresses of the said Khagendra Nath Naskar in the said **Second Plot of Land**.

K. The said Shyamal Naskar who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 4<sup>th</sup> August, 1999 leaving him surviving his widow Smt. Amala Naskar and two sons namely Ramesh Naskar and Suman Naskar and one daughter Smt. Tapasi Naskar as his heiresses, heirs and legal representatives who upon his death jointly inherited his undivided 1/11<sup>th</sup> part or share in the said **Second Plot of Land**.

L. The said Subal Naskar who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 5<sup>th</sup> January, 2001 leaving him surviving his widow Smt. Gouri Naskar and two sons namely Samir Naskar and Ranjit Naskar and one daughter namely Mousumi Naskar as his heiresses, heirs and legal representatives.

M. The said Smt. Gorabini Naskar who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 14<sup>th</sup> July, 2002 leaving her surviving her four sons namely Balai Naskar, Kamal Naskar, Swapan Naskar and Robin Naskar and three daughters namely Smt. Bamani Naskar and Smt. Binarani Mondal, and Smt. Kaminibala Naskar and Smt. Laxmibala Naskar and Tapan Naskar the heiresses and heir of her predeceased son Kanai Naskar and the heiresses and heirs of her predeceased son Shyamal Naskar namely Amala Naskar and two sons namely Ramesh Naskar and Suman Naskar



and one daughter Smt. Tapasi Naskar and the heiresses and heirs of her predeceased son Subal Naskar namely Smt. Gouri Naskar and two sons namely Samir Naskar and Ranjit Naskar and one daughter namely Smt. Mousumi Naskar as her heirs, heiresses and legal representatives who upon her death jointly and proportionately inherited her undivided part or share which she acquired by way of inheritance from her husband Khagendra Nath Naskar and her predeceased son Shyamal Naskar in the said **Second Plot of Land**.

N. Thereafter the said Haran Chandra Purkait mutated his name in Block Land and Land Reforms Officer, Bishnupur-1 and obtained a Land Reforms Khatian Numbers being L.R. Khatian No.2043.

O. By another Indenture of Conveyance dated the 14<sup>th</sup> day of February, 2005 made between the said Haran Chandra 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, District South 24-Parganas in Book No.1, Being No.2543 for the year 2005, 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 17 Decimals be the same a little more or less which he acquired by way of purchase from the said Surendra Nath Naskar vide Deed No.3812 for the year 1978.

P. By another Indenture of Conveyance dated the 20<sup>th</sup> day of September, 2006 made between the said Balai Chandra Naskar 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, South 24-Parganas in Book No.I, Volume No.12, Pages 3760 to 3776, Being No.4144 for the year 2012, 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 3.09 Decimals be the same a little more or less out of the said **Second Plot of Land**.

Q. By another Indenture of Conveyance dated the 1<sup>st</sup> day of March, 2013 made between one Binarani Mondal 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 District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.8, Pages 1403 to 1418, Being No.1655 for the year 2013, 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



Decimals be the same a little more or less out of the said **Second Plot of Land.**

R. By another Indenture of Conveyance dated the 28<sup>th</sup> day of March, 2013 made between the said Smt. Madhusree Gangopadhyay 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 District Sub-Registrar IV, South 24-Parganas in Book No.1, CD Volume No.8, Pages 1023 to 1040, Being No.1661 for the year 2013, 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 be the same a little more or less which she acquired by way of purchase vide Deed No. 2192 of 1999.

S. Thus the said Ashutosh Mukhopadhyay became seized and possessed of and or otherwise well and sufficiently entitled to All that piece and parcel of land containing an area of 35.45 decimals be the same a little more or less situate lying at Mouza Daulatpur, Police Station-Bishnupur, Touzi No.1299, 1774 & 1775, R.S. No.341, R.S. Dag No.31, R.S. Khatian No.57, L.R. Khatian Numbers. 1152, 1194, 1173, 423 and 1764 and mutated his name in Block Land and Land Reforms Officer, Bishnupur-1 and obtained a new Land Reforms Khatian No. being L.R. Khatian No.2903 (hereinafter referred to as the said **Land of Ashutosh**)

T. By another Indenture of Conveyance dated the 1<sup>st</sup> day of March, 2013 made between the said Kamal Naskar, Swapan Naskar, Robin Naskar, Smt. Bamnirani Naskar and Smt. Bina Rani Mondal therein jointly referred to as Vendors of the One Part and one Siddhartha Mukhopadhyay 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 1434 to 1454, Being No.1656 for the year 2013, 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 measuring an area of 1½ Decimals be the same a little more or less out of the said **Second Plot of Land.**

U. By another Indenture of Conveyance dated the 5<sup>th</sup> day of March, 2013 made between the said Lakshmi Bala Naskar, Tapan Naskar, Smt. Gouri Naskar, Samir Naskar, Ranjit Naskar, Smt. Amala Naskar, Ramesh Naskar, Suman Naskar and Smt. Tapasi Mondal therein jointly referred to as Vendors of the One Part and the said Siddhartha Mukhopadhyay 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 2831 to 2855, Being No.1759 for the year 2013, 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 8 Chittacks be the same a little more or less out of the said **Second Plot of Land**.

V. By another Indenture of Conveyance dated the 7<sup>th</sup> day of May, 2013 made between the said Balai Naskar, Smt. Mousumi Naskar, therein jointly referred to as Vendors of the One Part and the said Siddhartha Mukhopadhyay 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.21, Pages 690 to 711, Being No.3667 for the year 2013, 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 163.35 Sq.ft. be the same a little more or less out of the said **Second Plot of Land**.

W. The said Smt. Kaminibala Naskar who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her only son Ashok Kumar Naskar, as her heir and legal representative who upon her death inherited her undivided part or share out of in the said **Second Plot of Land** which she acquired by way of inheritance from her father Khagendra Nath Naskar.

X. By another Indenture of Conveyance dated the 28<sup>th</sup> day of October, 2013 made between the said Ashok Kumar Naskar therein referred to as Vendor of the One Part and one Wriddhi Real Estate 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.13, Pages 966 to 982, Being No.5471 for the year 2013, 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 his undivided part or share in the said **Second Plot of Land** containing an area of 3.40 decimals which he acquired by way of inheritance from his mother Smt. Kaminibala Naskar.

Y. By another Indenture of Conveyance dated the 30<sup>th</sup> day of January, 2015 made between the said Smt. Chapala Kayal alias Chapalabala Kayal therein referred to as Vendor of the One Part and one Integral Properties Private Limited and Evaraj Complex Private Limited 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.2, Pages 2942 to 2961, Being No.570 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 Purchasers therein All That the piece and parcel of land measuring an area of 18.50 Decimals out of out of the said **First Plot of Land** which she acquired by way of purchase vide Deed No. 3250 for the year 1979.

Z. By an Indenture of Conveyance dated the 10<sup>th</sup> day of July, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Kudzo Griho 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 32401 to 32437, Being No.160405316 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 2 Decimals be the same a little more or less out of the said **Land of Ashutosh**.

AA. By another Indenture of Conveyance dated the 10<sup>th</sup> day of July, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Biarum 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, Volume No.1604-2015, Pages 32438 to 32466, Being No.160405317 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 of Ashutosh**.

BB. Thus the said Siddhartha Mukhopadhyay, Ashutosh Mukhopadhyay, Kudzo Griho Private Limited, Biarum Builders Private Limited, Wriddhi Real Estate Private Limited, Integral Properties Private Limited, Evaraj Complex Private Limited, Mrs. Sangita Chakraborty jointly became the absolute owners of All that the piece and parcel of land containing an area of 59 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.31, R.S. Khatian No.365 in the District of South 24 Parganas (hereinafter referred to as the **said land**) and duly recorded their respective names in the office of the Block Land and Land Reforms Officer, Bishnupur-I at Bhasa, South 24-Parganas in respect of the aforesaid dag number and duly obtained their Land Reforms Khatian Nos. being L.R. Khatian Nos.2949, 2903, 4226, 4229, 3104, 4135, 4137 and 4218 respectively.

CC. 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.

DD. 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.

EE. The said Wriddhi Real Estate Private Limited has since been converted into a limited liability partnership, namely the Owner No.5 herein, and a certificate of incorporation dated 27.03.2017 has been issued by the Registrar of Companies, West Bengal.

FF. The said Evaraj Complex 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.

## **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.31 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.31, during the aforementioned period at the office of District 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.31, 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 Kudzo Griho Private Limited, Biarum Builders Private Limited, Wriddhi Real Estate LLP, Integral Properties Private Limited, Evaraj Complex LLP, Mrs. Sangita Chakraborty, Siddhartha Mukherjee and Bratati Mukhopadhyay, in R.S. Dag No.31 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 Haran Chandra Purkait, Smt. Chapala Bala Kayal, Lakshmi Bala Naskar, Balai Chandra Naskar, Ashok Kumar Naskar, Rabin Chandra Naskar, Madhusree Gangopadhyay, Swapan Naskar, Gour Naskar, Siddhartha Mukhopadhyay 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 Kudzo Griho Private Limited, Biarum Builders Private Limited, Wriddhi Real Estate LLP, Integral Properties Private Limited, Evaraj Complex LLP, Mrs. Sangita Chakraborty, Siddhartha Mukherjee and Bratati 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 **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 Siddhartha Mukhopadhyay (3 decimal), L.R. Khatian No.2949, Ashutosh Mukhopadhyay (15 decimals), L.R. Khatian No.2903, Kudzo Griho Private Limited, (2 decimals), L.R. Khatian No.4226, Biarum Builders Private Limited, (10 decimals) L.R. Khatian No.4229, Wriddhi Real Estate LLP, (3 decimals) L.R. Khatian No.4661, Integral Properties Private Limited (9 decimals) L.R. Khatian No.4135, Evaraj Complex LLP (9 sataks) L.R. Khatian No.4653 and Smt. Sangita Chakraborty (8 sataks) L.R. Khatian No.4218 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 6<sup>th</sup> day of December, 2018.

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

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

