



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. THYONE IT SOLUTIONS PRIVATE LIMITED,**
having its registered office at
119, Bhupen Roy Road,
Police Station-Behala,
Kolkata-700 034.
 - 2. PHOBOS BOOKS AND PERIODICALS PRIVATE LIMITED**
 - 3. DEIMOS MANAGEMENT CONSULTANTS PRIVATE LIMITED**
All having their registered offices at
205/2, Netaji Subhash Road,
Police Station-Behala,
Kolkata-700 034.
 - 4. ÉCLAIR INFRACON LLP,**
 - 5. ETAKA REALESTATE LLP,**
 - 6. EKDANT INFRACON LLP,**
 - 7. AYANNA CONSTRUCTION LLP,**
All having their registered office at
55/1A, Strand Road, Room No. 2,
5th Floor, Police Station-Jorabagan
Kolkata-700 006.
 - 8. EESHVI VILLA LLP,**
 - 9. EKARAJ BUILDCON LLP,**
Both having their registered office at
122/1R, Satyendra Majumdar Sarani,
Kolkata-700 026.
 - 10. ESTHER PROPERTIES LLP,**
having its registered office at
118, Mahatma Gandhi Road,
Police Station-Budge Budge,
Kolkata-700 137.
 - 11. WRIDDHI DEVELOPER PRIVATE LIMITED,**
 - 12. IKKA INFRA PROJECTS PRIVATE LIMITED,**



Both having their registered office at
161/1, Mahatma Gandhi Road,
Room No.41, Police Station-Jorasanko,
Kolkata-700 007.

1. DESCRIPTION OF THE LAND:

ALL THAT the piece and parcel of land containing an area of 60 decimals be the same a little more or less situate and lying at Daulatput, J.L. No.79, Police Station-Bishnupur, R.S. and L.R. Dag No.49, R.S. Khatian No.326, L.R. Khatian Nos.3138, 4176, 4178, 4256, 4255, 4254, 4144, 4175, 4257, 4239, 4258 and 4253 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 6th day of August, 2013 made between one P.A. Developers Private Limited therein referred to as the Vendor of the One Part and one Thyone IT Solutions Private Limited therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Pargana, in Book No.I, CD Volume No.33, Pages 2926 to 2944, Being No.6456 for the year 2013. Annexed herewith and marked with letter "**A 1**".

B. Deed of Conveyance dated the 6th day of February 2015, made between one Supriya Mallick alias Supriya Naskar and Ruma Naskar alias Ruma Mondal therein jointly referred to as the Vendors of the One Part and one Ayanna Construction Private Limited therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas, in Book No.1, CD Volume No.4, Pages 4114 to 4136, Being No.1035 for the year 2015. Annexed herewith and marked with letter "**A 2**".

C. Indenture of Conveyance dated the 16th day of March, 2015 made between one Pankaj Kumar Sarkar therein referred to as the Vendor of the One Part and one Eeshvi Villa 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-Pargana, in Book No.I, CD Volume No.8, Pages 962 to 979, Being No.02389 for the year 2015. Annexed herewith and marked with letter "**A 4**".



D. Indenture of Conveyance dated the 20th day of March, 2015 made between one Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Deimos Management Consultants 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-Pargana, in Book No.I, CD Volume No.9, Pages 1520 to 1538, Being No.02555 for the year 2015. Annexed herewith and marked with letter **"A 5"**.

E. Indenture of Conveyance dated the 20th day of March, 2015 made between one Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Phobos Books and Periodicals 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-Pargana, in Book No.I, CD Volume No.9, Pages 1404 to 1422, Being No.2557 for the year 2015. Annexed herewith and marked with letter **"A 6"**.

F. Indenture of Conveyance dated the 6th day of July, 2015 made between one Sabita Mukherjee therein referred to as the Vendor of the One Part and one Esther Properties 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-Pargana, in Book No.I, Volume No.1604-2015, Pages 26562 to 26590, Being No.160405218 for the year 2015. Annexed herewith and marked with letter **"A 7"**.

G. Indenture of Conveyance dated the 1st day of September, 2015 made between one Ayanna Construction Pvt. Ltd. therein referred to as the Vendor of the One Part and one Éclair Infracon Private Limited, Etaka Realestate Private Limited, Ekaraj Buildcon Private Limited, Ekdant Infracon Private Limited, Wriddhi Developer Private Limited and Ikka Infra Projects Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Pargana, in Book No.I, CD Volume No.1604-2015, Pages 73404 to 73425, Being No.160406859 for the year 2015. Annexed herewith and marked with letter **"A 8"**.

H. Deed of Conveyance dated the 1st day of September, 2015 made between one Eakraj Housing Private Limited therein referred to as the Vendor of the One Part and one Éclair Infracon Private Limited, Etaka Buildcon Private Limited, Ekaraj Buildcon Private Limited, Ekdant Infracon Private Limited, Wriddhi Developer Private Limited and Ikka Infra Projects Private Limited therein jointly referred to as the Purchasers 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 73801 to 73821, Being No.160406860 for the year 2015. Annexed herewith and marked with letter **"A 9"**.

I. Indenture of Conveyance dated the 1st day of September, 2015 made between one Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Éclair Infracon Private Limited, Etaka Realestate Private Limited, Ekaraj Buildcon Private Limited, Ekdant Infracon Private Limited, Wriddhi Developer Private Limited and Ikka Infra Projects Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Pargana, in Book No.I, Volume No.1604-2015, Pages 73822 to 73846, Being No.160406863 for the year 2015. Annexed herewith and marked with letter **"A 10"**.

J. 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 Thyone IT Solutions Private Limited, Phobos Books and Periodicals Private Limited, Deimos Management Consultants Private Limited, Éclair Infracon LLP, Etaka Realestate LLP, Ekdant Infracon LLP, Ayanna Construction LLP, Eeshvi Villa LLP, Ekaraj Buildcon LLP, Esther Properties LLP, Wriddhi Developer Private Limited and Ikka Infra Projects Private Limited, duly in R.S. Dag No.49 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 09.02.2016 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. Sabita Mukherjee from the year 2004 to 2015 (ii) Prasanta Kundu from the year 2004 to 2014 (iii)



Bimal Chanda from the year 2004 to 2011 (iv) Smt. Binapani Sil from the year 2004 to 2011 (v) Yasmin Sudev Das from the year 2004 to 2013 (vi) Partha Sarathi Basu from 2004 to 2011 (vii) Asutosh Mukhopadhyay (viii) Smt. Bratati Mukhopadhyay and (ix) Siddhartha Mukhopadhyay from the year 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-1".

f) Official reply received from the office of the Land Acquisition Collector, South 24-Parganas vide Memo No. LA/info/1906/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-2/619/13 dated 29.09.2014, S-2/415/13, S-2/420/13 both dated 22.06.2015, S-2/570/13, S-2/571/13, S-2/575/13 all dated 05.08.2015 and S-2/892/13 dated 06.10.2015. 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:**WHEREAS:**

A. One Haripada Pailan 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 74 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.49, in the District of South 24-Parganas, under Kulerdari Gram Panchayat (hereinafter referred to as the said **entire land**).

B. By a Deed of Conveyance dated the 5th day of April, 1941 made between the said Haripada Pailan therein referred to as Vendor of the One Part and one Jogendra Nath Porel, Hiralal Porel and Muktaram Porel therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Sub-Registrar Bishnupur, in Book No.1, Volume No.15, Pages 42 to 43, Being No.1082 for the year 1941, 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 said **entire land**.

C. The said Jogendra Nath Porel and others recorded their respective names in the records of the Revisional Settlement and obtained Revisional Settlement Khatian No. being R.S. Khatian No.556.

D. The said Jogendra Nath Porel who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his widow Smt. Rajubala Porel and five sons namely Laxmikanto Porel, Tarak Porel, Shankar Porel, Nishikanto Porel and Jyanto Porel and two daughters namely Smt. Bimala Mondal and Smt. Amala Mondal, as his heiresses, heirs and legal representatives who upon his death jointly inherited his undivided proportionate part or share in the said **entire land**.

E. The said Hiralal Porel who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his widow Smt. Sitalabala Porel and only son Dulal Porel and three daughters namely Smt. Angurbala Mondal, Smt. Asta Hazra and Smt. Ruma Dhar, as his heiresses, heir and legal representatives who upon his death jointly inherited his undivided proportionate part or share in the said **entire land**.

F. The said Muktaram Porel who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his widow Smt. Sailabala Porel and two sons namely



Rakhal Porel and Gopal Porel and four daughters namely Smt. Minu Das, Smt. Arati Mondal, Smt. Sandhya Mondal and Smt. Jotsna Porel, as his heiresses, heirs and legal representatives who upon his death jointly inherited his undivided proportionate part or share in the said **entire land**.

G. By a Deed of Conveyance dated the 6th day of September, 1995 made between the said Smt. Sailyabala Porel therein referred to as the 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, in Book No.I, Being No.3057 for the year 1996 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 3.52 decimals be the same a little more or less out of the said **entire land**.

H. By another Deed of Conveyance dated the 6th day of September, 1995 made between the said Laxmikanto Porel, Tarak Porel and Shankar Porel therein jointly referred to as the Vendors 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, in Book No.I, Volume No.32, Pages 297 to 308, Being No.3058 for the year 1996 the Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 9.25 decimals be the same a little more or less out of the said **entire land**.

I. By another Deed of Conveyance dated the 6th day of September, 1995 made between the said Smt. Asta Hazra and Smt. Ruma Dhar therein jointly referred to as the Vendors 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, in Book No.I, Volume No.44, Pages 415 to 426, Being No.4091 for the year 1996 the Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 9.87 decimals be the same a little more or less out of the said **entire land**.

J. By another Deed of Conveyance dated the 6th day of September, 1995 made between the said Smt. Arati Mondal, Smt. Sandhya Mondal and Smt. Jyotsna Porel therein jointly referred to as the Vendors 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, in Book No.I, Volume No.44, Pages 439 to 450, Being No.4093 for the year 1996 the Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 10.57 decimals be the same a little more or less out of the said **entire land**.

K. By another Deed of Conveyance dated the 6th day of September, 1995 made between the said Nishikanto Porel, Joyanta Porel and Smt. Bimala Mondal therein jointly referred to as the Vendors 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, in Book No.I, Volume No.42, Pages 315 to 326, Being No.4095 for the year 1996 the Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 9.25 decimals be the same a little more or less out of the said **entire land**.

L. By another Deed of Conveyance dated the 6th day of September, 1995 made between the said Rakhal Porel, Gopal Porel and Smt. Minu Das therein jointly referred to as the Vendors 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, in Book No.I, Volume No.42, Pages 327 to 338, Being No.4096 for the year 1996 the Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 10.57 decimals be the same a little more or less out of the said **entire land**.

M. By another Deed of Conveyance dated the 6th day of September, 1995 made between the said Smt. Sitalabala Porel therein referred to as the 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, in Book No.I, Volume No.42, Pages 339 to 350, Being No.4097 for the year 1996 the Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 4.93 decimals be the same a little more or less out of the said **entire land**.

N. By another Deed of Conveyance dated the 12th day of September, 1995 made between the said Ashutosh Mukhopadhyay therein referred



to as the Vendor of the One Part and one Prashanta Kundu and Smt. Minoti Kundu therein jointly referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub-Registrar, Bishnupur, in Book No.I, Volume No.31, Pages 307 to 318, Being No.2630 for the year 1995 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 5 decimals be the same a little more or less out of the said land purchased by him vide several deeds.

O. By another Deed of Conveyance dated the 19th day of September, 1995 made between the said Dulal Porel and Smt. Angurbala Mondal therein jointly referred to as the Vendors of the One Part and one Ashutosh Mukhopadhyay therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Bishnupur, in Book No.I, Volume No.44, Pages 427 to 438, Being No.4092 for the year 1996 the Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 9.87 decimals be the same a little more or less out of the said **entire land**.

P. By another Deed of Conveyance dated the 19th day of September, 1995 made between the said Smt. Rajubala Porel and Smt. Amala Mondal therein jointly referred to as the Vendors 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, in Book No.I, Volume No.44, Pages 451 to 462, Being No.4094 for the year 1996 the Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 6.17 decimals be the same a little more or less out of the said **entire land**.

Q. Thus the said Ashutosh Mukhopadhyay became the absolute owner of the said **entire land** and recorded his name in the office of the Block Land and Land Reforms Officer, Bisnupur-I and obtained land reforms Khatian No.268/1.

R. By another Indenture of Conveyance dated the 23rd day of September, 1996 made between the said Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Pankaj Kumar Sarkar therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Bishnupur, South 24-Pargana, in Book No.I, Volume No.35, Pages 179 to 190, Being No.3220 for the year 1996 the Vendor therein for the



consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 4.12 decimals be the same a little more or less out of the said **entire land**.

S. By another Indenture of Conveyance dated the 4th day of February, 1997 made between the said Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Bimal Chanda therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar-, Bishnupur, South 24-Pargana, in Book No.I, Volume No.4, Pages 383 to 396, Being No.308 for the year 1997 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 7.5 decimals be the same a little more or less out of the said **entire land**.

T. By another Indenture of Conveyance dated the 4th day of February, 1997 made between the said Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Smt. Binapani Sil and Kanu Chandra Sil 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-Pargana, in Book No.I, Volume No.4, Pages 397 to 410, Being No.309 for the year 1997 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 5.38 decimals be the same a little more or less out of the said **entire land**.

U. By another Indenture of Conveyance dated the 26th day of August, 1997 made between the said Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Smt. Sabita Mukherjee therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub-Registrar, Bishnupur, South 24-Pargana, in Book No.I, Volume No.38, Pages 329 to 340, Being No.3428 for the year 1997 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 3.3 decimals be the same a little more or less out of the said **entire land**.

V. Thus the said Smt. Binapani Sil and Kanu Chandra Sil became the absolute owner of the said 5.38 decimals land and recorded their respective name in the office of the Block Land and Land Reforms Officer, Bisnupur-I and obtained land reform Khatian Nos.2148 and 2149 respectively.

W. The said Kanu Chandra Sil who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his widow Smt. Binapani Sil and only son Bikram Sil and only daughter Dalia Sil as his heiresses, heir and legal representatives who upon his death jointly inherited his undivided part or share in the said 5.38 decimals land.

X. By another Indenture of Conveyance dated the 1st day of March, 2011 made between the said Smt. Binapani Sil, Bikram Sil and Dalia Sil therein jointly referred to as the Vendors of the One Part and one Supriyo Mallick alias Supriyo Naskar and Smt. Ruma Naskar alias Smt. Ruma Mondal therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Bishnupur, South 24-Pargana, in Book No.I, CD Volume No.4, Pages 827 to 855, Being No.01133 for the year 2011 the 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 5.38 decimals be the same a little more or less.

Y. By another Indenture of Conveyance dated the 1st day of March, 2011 made between the said Bimal Chanda therein referred to as the Vendor of the One Part and one P.A. Developers 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-Pargana, in Book No.I, CD Volume No.4, Pages 856 to 882, Being No.01129 for the year 2011 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 7.5 decimals be the same a little more or less which he acquired vide Deed No.308 for the year 1997 from Bimal Chanda.

Z. By another Indenture of Conveyance dated the 6th day of August, 2013 made between the said P.A. Developers Private Limited therein referred to as the Vendor of the One Part and one Thyone IT Solutions Private Limited therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Pargana, in Book No.I, CD Volume No.33, Pages 2926 to 2944, Being No.6456 for the year 2013 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 7.5 decimals be the same a little more or less which he acquired vide Deed No.01129 for the year 2011 from P.A. Developers Private Limited.

AA. By another Deed of Conveyance dated the 5th day of November, 2014 made between the said Prashanta Kundu and Smt. Minoti Kundu therein jointly referred to as the Vendors of the One Part and one Eakraj 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.1, CD Volume No.48, Pages 997 to 1015, Being No.8251 for the year 2014 the Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 5 decimals be the same a little more or less out of the said entire land purchased by them vide Deed No. 2630 for the year 1995.

BB. By a Deed of Conveyance dated the 6th day of February 2015, made between the said Supriya Mallick alias Supriya Naskar and Ruma Naskar alias Ruma Mondal therein jointly referred to as the Vendors of the One Part and one Ayanna Construction Private Limited therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas, in Book No.1, CD Volume No.4, Pages 4114 to 4136, Being No.1035 for the year 2015 the Vendors jointly therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 5.38 decimals which they acquired by way of purchase vide Deed No.309 of 1997.

CC. Thus the said Ayanna Construction Private Limited became the absolute owner of the said 5.38 decimals land and recorded its name in the office of the Block Land and Land Reforms Officer, Bisnupur-I and obtained land reform Khatian No.4144.

DD. By another Indenture of Conveyance dated the 16th day of March, 2015 made between the said Pankaj Kumar Sarkar therein referred to as the Vendor of the One Part and one Eeshvi Villa 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-Pargana, in Book No.1, CD Volume No.8, Pages 962 to 979, Being No.02389 for the year 2015 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 4.12 decimals be the same a little more or less which he acquired vide Deed No.3220 for the year 1996.

EE. By another Indenture of Conveyance dated the 20th day of March, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Deimos Management



Consultants 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-Pargana, in Book No.I, CD Volume No.9, Pages 1520 to 1538, Being No.2555 for the year 2015 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 10 decimals be the same a little more or less out of the said **entire land**.

FF. By another Indenture of Conveyance dated the 20th day of March, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Phobos Books and Periodicals 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-Pargana, in Book No.I, CD Volume No.9, Pages 1040 to 1422, Being No.2557 for the year 2015 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 10 decimals be the same a little more or less out of the said **entire land**.

GG. By another Indenture of Conveyance dated the 6th day of July, 2015 made between the said Smt. Sabita Mukherjee therein referred to as the Vendor of the One Part and one Esther Properties 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-Pargana, in Book No.I, Volume No.1604-2015, Pages 26562 to 26590, Being No.160405218 for the year 2015 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 3.3 decimals be the same a little more or less out of the said **entire land**.

HH. By another Indenture of Conveyance dated the 1st day of September, 2015 made between the said Ayanna Construction Pvt. Ltd. therein referred to as the Vendor of the One Part and one Éclair Infracon Private Limited, Etaka Realestate Private Limited, Ekaraj Buildcon Private Limited, Ekdant Infracon Private Limited, Wriddhi Developer Private Limited and Ikka Infra Projects Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Pargana, in Book No.I, CD Volume No.1604-2015, Pages 73404 to 73425, Being No.160406859 for the year 2015 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 4 decimals be the same a little more or less out of



the said entire land acquired by the said company vide Deed No.1035 for the year 2015.

II. By another Deed of Conveyance dated the 1st day of September, 2015 made between the said Eakaraj Housing Private Limited therein referred to as the Vendor of the One Part and one Éclair Infracon Private Limited, Etaka Buildcon Private Limited, Ekaraj Buildcon Private Limited, Ekdant Infracon Private Limited, Wriddhi Developer Private Limited and Ikka Infra Projects Private Limited therein jointly referred to as the Purchasers 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 73801 to 73821, Being No.160406860 for the year 2015 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 5 decimals be the same a little more or less out of the said entire land purchased by it vide Deed No. 8251 for the year 2014.

JJ. By another Indenture of Conveyance dated the 1st day of September, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Éclair Infracon Private Limited, Etaka Realestate Private Limited, Ekaraj Buildcon Private Limited, Ekdant Infracon Private Limited, Wriddhi Developer Private Limited and Ikka Infra Projects Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Pargana, in Book No.I, Volume No.1604-2015, Pages 73822 to 73846, Being No.160406863 for the year 2015 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 16 decimals be the same a little more or less out of the said **entire land.**

KK. Thus the said Éclair Infracon Private Limited, Etaka Realestate Private Limited, Ekaraj Buildcon Private Limited, Ekdant Infracon Private Limited, Wriddhi Developer Private Limited, Ikka Infra Projects Private Limited, Esther Properties Private Limited, Eeshvi Villa Private Limited, Ayanna Construction Private Limited, Deimos Management Consultants Private Limited, Phobos Books and Periodicals Private Limited and Thyone IT Solutions Private Limited became the absolute owners of All that the piece and parcel of land containing an area of 60 decimals be the same a little more or less situate lying at Mouza Daulatpur J.L. No. J.L. No.79, Police Station-Bishnupur, Touzi No.1299, R.S. No.341, R.S. and L.R. Dag No.49, L.R. Khatian No. 4256, 4255, 4257, 4254, 4258, 4253, 4239, 4175, 4144, 4178, 4176 and 3138 in the District of South



24-Parganas, under Kulerdari Gram Panchayat (hereinafter referred to as the **said land**).

LL. The said Eclair Infracon Private Limited has since been converted into a limited liability partnership, namely the Owner No.4 herein, and a certificate of incorporation dated 03.08.2017 has been issued by the Registrar of Companies, West Bengal.

MM. The said Etaka Realestate Private Limited has since been converted into a limited liability partnership, namely the Owner No.5 herein, and a certificate of incorporation dated 17.08.2017 has been issued by the Registrar of Companies, West Bengal.

NN. The said Ekdant Infracon Private Limited has since been converted into a limited liability partnership, namely the Owner No.6 herein, and a certificate of incorporation dated 16.02.2018 has been issued by the Registrar of Companies, West Bengal.

OO. The said Ayanna Construction Private Limited has since been converted into a limited liability partnership, namely the Owner No.7 herein, and a certificate of incorporation dated 30.03.2017 has been issued by the Registrar of Companies, West Bengal.

PP. The said Eeshvi Villa Private Limited has since been converted into a limited liability partnership, namely the Owner No.8 herein, and a certificate of incorporation dated 27.03.2017 has been issued by the Registrar of Companies, West Bengal.

QQ. The said Ekaraj Buildcon Private Limited has since been converted into a limited liability partnership, namely the Owner No.9 herein, and a certificate of incorporation dated 07.08.2017 has been issued by the Registrar of Companies, West Bengal.

RR. The said Esther Properties Private Limited has since been converted into a limited liability partnership, namely the Owner No.10 herein, and a certificate of incorporation dated 27.03.2017 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.49 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.49, 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.49, 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 Thyone IT Solutions Private Limited, Phobos Books and Periodicals Private Limited, Deimos Management Consultants Private Limited, Éclair Infracon LLP, Etaka Realestate LLP, Ekdant Infracon LLP, Ayanna Construction LLP, Eeshvi Villa LLP, Ekaraj Buildcon LLP, Esther Properties LLP, Wriddhi Developer Private Limited and Ikka Infra Projects Private Limited, in R.S. Dag No.49 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. Sabita Mukherjee from the year 2004 to 2015, Prasanta Kundu from the year 2004 to 2014, Bimal Chanda from the year 2004 to 2011, Smt. Binapani Sil from the year 2004 to 2011, Yasmin Sudev Das from the year 2004 to 2013, Partha Sarathi Basu from 2004 to 2011, Asutosh



Mukhopadhyay, Smt. Bratati Mukhopadhyay and Siddhartha 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 Thyone IT Solutions Private Limited, Phobos Books and Periodicals Private Limited, Deimos Management Consultants Private Limited, Éclair Infracon LLP, Etaka Realestate LLP, Ekdant Infracon LLP, Ayanna Construction LLP, Eeshvi Villa LLP, Ekaraj Buildcon LLP, Esther Properties LLP, Wriddhi Developer Private Limited and Ikka Infra Projects 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 Thyone IT Solutions Private Limited, (7 decimal), L.R. Khatian No.3138, Phobos Books and Periodicals Private Limited, (10 decimal), L.R. Khatian No.4176, Deimos Management Consultants Private Limited, (10 decimal), L.R. Khatian No.4178, Éclair Infracon LLP, (5 decimal), L.R. Khatian No.4652, Etaka Realestate LLP, (4 decimal), L.R. Khatian No.4651, Ekdant Infracon Private Limited, (4 decimal), L.R. Khatian No.4254, Ayanna Construction LLP, (1 decimal), L.R. Khatian No.4654, Eeshvi Villa LLP, (4 decimal), L.R. Khatian No.4665, Ekaraj Buildcon LLP, (4 decimal), L.R. Khatian No.4667, Esther Properties LLP, (3 decimal), L.R. Khatian No.4662, Wriddhi Developer Private Limited, (4 decimal), L.R. Khatian No.4258 and Ikka Infra Projects Private Limited, (4 decimal), L.R. Khatian No.4253 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 ^{21st} day of November, 2018.

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



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

