



# 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. SIDDHARTHA MUKHOPADHYAY,**  
residing at 119, Bhupen Roy Road,  
Police Station-Behala,  
Kolkata-700 034.
- 2. EESHVI REAL ESTATE PRIVATE LIMITED**
- 3. ILLUSION DEVELOPERS PRIVATE LIMITED**  
Both having their respective registered office at  
122/1R, Satyendranath Majumdar Sarani,  
Police Station-Tollygunge  
Kolkata-700 026.

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

**ALL THAT** the piece and parcel of land containing an area of 13 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.23, L.R. Khatian Nos.3209, 3214 and 4143 within the limits of Kulerdari Gram Panchayat, District South 24 Parganas.

### **2. DOCUMENTS PERUSED:**

Photo-copies of the following:-

A. Deed of Gift dated the 16<sup>th</sup> day of September, 2011 made between one Ashutosh Mukhopadhyay therein referred to as Donor of the One Part and one Siddhartha Mukhopadhyay therein referred to as the Donee 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.23, Pages 3742 to 3760, Being No.07056 for the year 2011. Annexed herewith and marked with letter "A 1".

B. Deed of Conveyance dated the 19<sup>th</sup> day of January, 2015 made between one Susarna Pailan, Dhiraj Pailan, Swaraj Pailan and Ratikanta Pailan therein jointly referred to as Vendors of the One Part and one Eeshvi Real Estate Pvt. Ltd. therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar Bishnupur, in Book No.I, CD Volume No.1, Pages 4656 to 4673,

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E-mail : vmosesdelhi1@gmail.com



Being No.00314 for the year 2015. Annexed herewith and marked with letter "A 2"

C. Deed of Conveyance dated the 28<sup>th</sup> day of January, 2015 made between one Bhabani Pailan, Rupa Pailan and Ganga Das Pailan therein jointly referred to as Vendors of the One Part and one Illusion Developers Pvt. Ltd. therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar Bishnupur, in Book No.I, CD Volume No.2, Pages 1784 to 1798, Being No.00512 for the year 2015. Annexed herewith and marked with letter "A 3"

D. Deed of Conveyance dated the 17<sup>th</sup> day of June 2015 made between one Dhiraj Pailan and Swaraj Pailan therein jointly referred to as Vendors of the one Part and one Eeshvi Real Estate 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 14328 to 14355, Being No.160404717 for the year 2015. Annexed herewith and marked with letter "A 4"

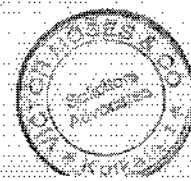
E. Indenture of Conveyance dated the 26<sup>th</sup> day of July, 2016 made between one Somnath Pailan, Chand Pailan and Tanushree Pailan all are minors and represented through their mother and natural guardian Smt. Rupa Pailan therein jointly referred to as Vendors of the One Part and the said Illusion 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, in Book No.I, Volume No.1613-2016, Pages 91034 to 91056, Being No.1604029 for the year 2016. Annexed herewith and marked with letter "A 5"

F. The following search reports:-

a) Report dated the 29.06. 2013 of the Index-II search conducted by Ms. Sujata Ghosh Advocate at the offices of i] District Registrar IV, Alipore and ii] Additional District Sub-Registrar, Bishnupur in respect of the above land from 1978 to 2013. Annexed herewith and collectively marked with letter "B 1".

b) Report dated the 21.06.2014 of Index-II search conducted by the searcher Sri Swapan Nath at the offices of i] Registrar of Assurances, Kolkata, ii] District Registrar, Alipore and iii] Additional District Sub-Registrar, Bishnupur in respect of the above land from 1982 to 2014. Annexed herewith and collectively marked with letter "B 2".

c) Report dated 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 Dipu Sardar from 2006 to 2011 and Smt. Susama Pailan from the year 2014 to 2015, Ashutosh Mukhopadhyay and Siddhartha Mukherjee from the year 2003 to 2015. Annexed herewith and collectively marked with letter "C".

d) 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".

e) 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".

f) Conversion Certificates issued by the Block Land & Land Reforms Officer Bishnupur-I at Bhasa South 24-Parganas vide Memo Nos. S-2/414/13 dated 22.06.2015. Annexed herewith and collectively marked with letter "F".

g) Official reply received from the office of the Kolkata Metropolitan Development Authority (KMDA) vide memo no.394/KMDA/ Estt./LAM-792(PL.) dated 20.11.2014. Annexed herewith and marked with letter "G".

h) 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;

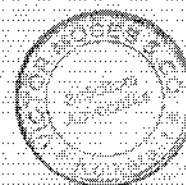
The decision of proceeding with or consummating any transaction on the basis of this report lies solely with the Client and our findings documented in this Report shall not, in any way, constitute a recommendation as to whether the Client or any other person should (or should not) consummate any transaction.

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 Matilal 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 2 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.23, R.S. Khatian



No.261, in the District of South 24-Parganas, under Kulerdari Gram Panchayat (hereinafter referred to as the said **First Plot of Land**).

B. One Patit Paban 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 2 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.23, L.R. Khatian No.1010, in the District of South 24-Parganas, under Kulerdari Gram Panchayat (hereinafter referred to as the said **Second Plot of Land**).

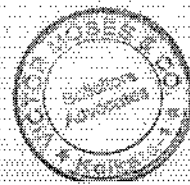
C. One Pachugopal Sardar was absolutely seized and possessed and/or otherwise well and sufficiently entitled to amongst others ALL THAT the piece and parcel of land measuring an area of 9 3/4<sup>th</sup> Decimals be the same a little more or less situate lying at Mouza Daulatpur, J.L. No.79, Police Station-Bishnupur, Touzi No.1299, R.S. No.341, R.S. Dag No.23, L.R. Khatian No.1065, in the District of South 24-Parganas, under Kulerdari Gram Panchayat (hereinafter referred to as the said **Third Plot of Land**).

D. The said Matilal Pailan who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his widow Smt. Kalidassi Pailan and three sons namely Kashinath Pailan, Ratikanto Pailan and Biswanath Pailan and only daughter namely Smt. Renubala Mondal, as his heiresses, heirs and legal representatives who upon his death jointly inherited the said **First Plot of Land** in equal shares.

E. The said Smt. Kalidassi Pailan, Kashinath Pailan, Ratikanto Pailan, Biswanath Pailan and Smt. Renubala Mondal recorded their respective names in the records of the Block Land and Land Reforms Officer Bishnupur-I at Bhasa South 24-Parganas in respect of the said **First Plot of Land** and obtained Land Reforms Khatian numbers being L.R. Khatian No. 480, 490, 1227, 1518 and 1632 respectively.

F. The said Smt. Kalidassi Pailan who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 30<sup>th</sup> day of October 1998, leaving her surviving her three sons namely Kashinath Pailan, Ratikanta Pailan and Biswanath Pailan and only daughter namely Smt. Renubala Mondal, as her heirs, heiress and legal representatives who upon her death jointly inherited her undivided part or share in the said **First Plot of Land**.

G. The said Patit Paban Pailan who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 10<sup>th</sup> May, 1999 leaving him surviving his two sons namely Bhabani Pailan



and Dharani Pailan and only daughter namely Smt. Ganga Das alias Ganga Pailan, as his heirs, heiress and legal representatives who upon his death jointly inherited the said **Second Plot of Land** in equal shares.

H. By a Deed of Conveyance dated the 15<sup>th</sup> day of June, 2001 made between the said Smt. Renubala Mondal therein referred to as Vendor of the One Part and one Ratikanta Pailan and Biswanath Pailan 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, CD Volume No.34, Pages 155 to 164, Being No.1522 for the year 2002, 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 containing an area of 0.25 decimals be the same a little more or less out of her undivided part or share in the said **First Plot of Land**.

I. The said Kashinath Pailan who during his lifetime was a Hindu and a bachelor governed by the Dayabhaga School of Hindu Law died intestate on 11<sup>th</sup> February, 2002 leaving him surviving his two brothers namely Ratikanta Pailan and Biswanath Pailan and only sister namely Smt. Renubala Mondal, as his heirs, heiress and legal representatives who upon his death jointly inherited his undivided part or share in the said **First Plot of Land**.

J. The said Biswanath Pailan who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 2<sup>nd</sup> October, 2004 leaving him surviving his widow Smt. Susama Pailan and two sons namely Dhiraj Pailan and Swaraj Pailan as his heiress, heirs and legal representatives who upon his death jointly inherited his undivided part or share in the said **First Plot of Land**.

K. By a Deed of Gift dated the 22<sup>nd</sup> day of November, 2005 made between the said Panchugopal Sardar therein referred to as Donor of the One Part and one Dipu Sardar, Sushanta Sardar and Debjit Sardar who were minors therein jointly referred to as the Donees of the Other Part and registered at the Office of the Additional District Sub-Registrar Bishnupur in Book No.I and Being No.5759 for the year 2006, the said Donor therein out of his love and affection towards his sons and his minor grandson the Donees therein granted, transferred, conveyed, assigned and assured unto and in favour of the Donees therein All That the said **Third Plot of Land**.

L. By another Deed of Gift dated the 15<sup>th</sup> day of April, 2006 made between the said Dipu Sardar and Sushanta Sardar therein jointly referred to as Donors of the One Part and one Ashutosh Mukhopadhyay therein referred to as the Donee of the Other Part and registered at the



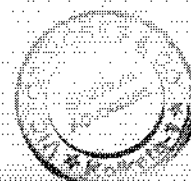
Office of the District Sub-Registrar IV South 24-Parganas in Book No.I C.D. Volume No.21, Pages 1112 to 1135 and Being No.6268 for the year 2011, the said Donor therein out of his love and affection towards the Donee therein granted, transferred, conveyed, assigned and assured unto and in favour of the Donee therein All That the 2/3<sup>rd</sup> part or share in the said **Third Plot of Land**.

M. By a Deed of Gift dated the 16<sup>th</sup> day of September, 2011 made between the said Debjit Sardar therein referred to as Donor of the One Part and the said Ashutosh Mukhopadhyay therein referred to as the Donee of the Other Part and registered at the Office of the District Sub-Registrar IV South 24-Parganas in Book No.I and Being No.7048 for the year 2011, the said Donor therein upon attaining majority out of his love and affection towards the Donee therein granted, transferred, conveyed, assigned and assured unto and in favour of the Donees therein All That the remaining 1/3<sup>rd</sup> part or share in the said **Third Plot of Land**.

N. By a Deed of Gift dated the 16<sup>th</sup> day of September, 2011 made between the Said Ashutosh Mukhopadhyay therein referred to as the Donor of the one part and one Siddhartha Mukhopadhyay therein referred to as the Donee of the other part and registered at the office of the office of the District Sub-Registrar IV, South 24-Parganas in Book No. I, CD Volume No.23, Pages 3742 to 3760, Being No. 7056 for the year 2011, the said Donor therein out of his natural love and affection towards his son the Donee therein granted, transferred, conveyed assigned and assured unto and in favour of the Donee therein all the said **Third Plot of Land**.

O. The said Dharani Pailan who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 21<sup>st</sup> December, 2014 leaving him surviving his widow Smt. Rupa Pailan, two minor sons namely Somnath Pailan and Chand Pailan and only minor daughter namely Tanushree Pailan, as his heiresses, heirs and legal representatives who upon his death jointly inherited his undivided part or share in the said **second plot of land**.

P. By another Deed of Conveyance dated the 19<sup>th</sup> day of January, 2015 made between the said Smt. Susama Pailan, Dhiraj Pailan, Swaraj Pailan and Ratikanta Pailan therein jointly referred to as Vendors of the One Part and one Eeshvi 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, Bisnhupur in Book No.I, CD Volume No.1, Pages 4656 to 4673, Being No.00314 for the year 2015, the said Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area



of 1.6 decimals be the same a little more or less out of the said **Second Plot of Land.**

Q. By another Deed of Conveyance dated the 10<sup>th</sup> day of March, 2015 made between the said Smt. Renubala Mondal therein referred to as Vendor of the One Part and one Dhiraj Pailan and Swaraj Pailan 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, CD Volume No.9, Pages 4545 to 4564, Being No.02445 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 containing an area of 0.416 decimals be the same a little more or less out of her undivided part or share in the said **Second plot of Land.**

R. By another Deed of Conveyance dated the 17<sup>th</sup> day of June, 2015 made between the said Dhiraj Pailan and Swaraj Pailan therein jointly referred to as Vendors of the One Part and one Eeshvi Real Estate 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 14328 to 14355, Being No.160404717 for the year 2015, the said Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 0.416 decimals be the same a little more or less out of their respective undivided part or share in the said **Second Plot of Land.**

S. By another Deed of Conveyance dated the 28<sup>th</sup> day of January, 2015 made between the said Smt. Rupa Pailan, Bhabani Pailan and Smt. Ganga Das alias Smt. Ganga Pailan therein jointly referred to as Vendors of the First Part and one Illusion Developers Private Limited therein referred to as the Purchaser of the Second Part and the said Smt. Rupa Pailan therein referred to as the Confirming Party of the Third part and registered at the Office of the Additional District Sub-Registrar, Bisnhupur in Book No.I, CD Volume No.2, Pages 1784 to 1798, Being No.512 for the year 2015, the said Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 1.5 decimals be the same a little more or less out the said **Second Plot of Land.**

T. By an Agreement for Sale dated the 28<sup>th</sup> day of January, 2015 made between the said Somnath Pailan, Chand Pailan and Tanushree Pailan therein jointly referred to as Vendors, all minors (is there any court permission obtained by the natural guardian for selling out the shares of



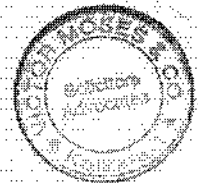


the minors) represented by their mother and natural guardian Smt. Rupa Pailan of the One Part and one Illusion Developers Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur in Book No.I, CD Volume No.2, Pages 1799 to 1893, Being No.513 for the year 2015, the said Vendors therein for the consideration mentioned therein had agreed to grant, transfer, convey, assign and assure unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 0.5 decimals be the same a little more or less out the said **Second Plot of Land**.

U. The said Smt. Rupa Pailan applied for obtaining permission for disposing of All that the piece and parcel of land containing an area of 0.5 decimals be the same a little more or less out of the said **Second Plot of Land** before the Learned District Judge at Alipore South 24-Parganas vide Act VIII Case No.22 of 2015 and by an order being order No.10 dated 11.09.2015 the Learned District Judge at Alipore South 24-Parganas was pleased to permit to sell All that the said piece and parcel of land containing an area of 0.5 decimals be the same a little more or less out of the said **Second Plot of Land** at and for a consideration of Rs. 85,000/- (Rupees Eighty Five Thousand only).

V. By another Deed of Conveyance dated the 26<sup>th</sup> day of June 2016 made between the said Somnath Pailan, Chand Pailan and Tanushree Pailan all are minors and represented through their mother and natural guardian Smt. Rupa Pailan therein jointly referred to as the Vendors of the First part and one Illusion Developers Private Limited therein referred to as the Purchasers of the Second Part and Smt Rupa Pailan therein referred to as the Confirming Party of the Third Part and registered at the office of the Additional District Sub-Registrar Bishnupur in Book No. I, Volume No. 1613-2016 Pages 91034 to 91056, Being No. 161304029 for the year 2016, the said Vendors jointly 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 0.5 decimals be the same a little more or less out of the said **Second Plot of Land** and the Confirming Party confirmed the said sale.

W. Thus the said Siddhartha Mukhopadhyay, Eeshvi Real Estate Private Limited and Illusion Developers Private Limited jointly became the absolute Owners of All that the piece and parcel of land containing an area of 13 decimals be the same a little more or less (hereinafter referred to as the **said Land**) and the said Siddhartha Mukhopadhyay and ors have recorded their respective names in respect thereto in the office of the Block Land and Land Reforms Officer, Bishnupur-I, South 24-Parganas and duly obtained their respective Land Reforms Khatian Numbers.



**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.23 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.23, 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.23, 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.

**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 the said Dipu Sardar, Smt. Susama Pailan, Ashutosh Mukhopadhyay and Siddhartha Mukherjee 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 (9 decimals), L.R. Khatian No.3209, Eeshvi Real Estate Private Limited (2 decimal), L.R. Khatian No.3214 and Illusion Developers Private Limited (2 decimal), L.R. Khatian No.4143.

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** 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** appears to be marketable and the Owners have marketable title to the same.

Dated this 12<sup>th</sup> day of August, 2016.

For VICTOR MOSES & CO.,  
SOLICITORS & ADVOCATES

  
(D.N. MITTRA)  
PARTNER





# VICTOR MOSES & CO.

SOLICITORS, ADVOCATES,  
PATENT & TRADEMARK ATTORNEYS.

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S. Roy

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

## REPORT ON TITLE

- OWNERS**
1. **PHOBOS TOURS AND TRAVELS PRIVATE LIMITED**,  
having its registered office at  
119, Bhupen Roy Road,  
Police Station-Behala,  
Kolkata-700 034.
  2. **EESHVI VILLA PRIVATE LIMITED**
  3. **EKARAJ HOUSING PRIVATE LIMITED**,  
both having their registered office at  
122/1R, Satyendra Majumdar Sarani,  
Kolkata-700 026.
  4. **ESTHER BUILDCON PRIVATE LIMITED**,
  5. **AYANNYAPROJECTS PRIVATE LIMITED**
  6. **AYANNYA PROPERTIES PRIVATE LIMITED**  
All having their registered office at  
55/1A, Strand Road,  
Room No.2, 5<sup>th</sup> Floor  
Police Station-Jorabagan,  
Kolkata-700006.

## DESCRIPTION OF THE LAND:

**ALL THAT** the piece and parcel of land containing an area of 22 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.27, R.S. Khatian No.326, L.R. Khatian Nos.3105, 4123, 4134, 4125, 4126 and 4175 within the limits of Kulerdari Gram Panchayat, District South 24-Parganas.

## 2. **DOCUMENTS PERUSED:**

Photo-copies of the following:-

A. Deed of Conveyance dated the 8<sup>th</sup> day of December, 2014 made between one Pranab Kumar Kundu and Smt. Sikha Kundu therein jointly referred to as Vendors of the One Part and one Ekaraj Housing Private Limited therein referred to as the Purchaser of the Other Part and

Telephones : 2248 1296 / 2248 4600 / 2210 2381 / 2231 6373 / Fax : 91 (033) 2248 2943

E-mail : vmoses@vsnl.com / vmosesipr@rediffmail.com

Delhi Office : 115, Indraprakash Building, 21, Barakhamba Road, New Delhi - 110 001

E-mail : vmosesdelhi1@gmail.com



registered at the Office of the Additional District Sub-Registrar Bishnupur, in Book No.I, CD Volume No.24, Pages 238 to 256, Being No.6488 for the year 2014, Annexed herewith and marked with letter "A 1".

B. Deed of Conveyance dated the 29<sup>th</sup> day of January, 2015 made between one Smt. Srilata Guha Roy therein referred to as Vendor of the One Part and one Esther Buildcon Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, CD Volume No.2, Pages 1814 to 1829, Being No.514 for the year 2015. Annexed herewith and marked with letter "A 2".

C. Deed of Conveyance dated the 11<sup>th</sup> day of February, 2015 made between one Krishnendu Sanyal therein referred to as Vendor of the One Part and one Ayanna Projects Private Limited and Ayanna Properties 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, in Book No.I, CD Volume No.3, Pages 1067 to 1082, Being No.791 for the year 2015. Annexed herewith and marked with letter "A 3".

D. Deed of Conveyance dated the 12<sup>th</sup> day of March, 2015 made between one Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Phobos Tours and Travel Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.8, Pages 892 to 903, Being No.2390 for the year 2015. Annexed herewith and marked with letter "A 4".

E. Deed of Conveyance dated the 19<sup>th</sup> day of March, 2015 made between one Smt. Binapani Das therein referred to as 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-Parganas in Book No.I, CD Volume No.8, Pages 4532 to 4548, Being No.2505 for the year 2015. Annexed herewith and marked with letter "A 5".

F. The following search reports:-

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



b) Report dated the 21.06.2014 of Index-II search conducted by the searcher Sri Swapan Nath at the offices of i) Registrar of Assurances, Kolkata, ii) District Registrar, Alipore and iii) Additional District Sub-Registrar, Bishnupur in respect of the above land from 1982 to 2014. Annexed herewith and collectively marked with letter "B 2".

c) Report dated 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) Smt Binapani Das (ii) Smt Srilata Guha Roy (iii) Krishnendu Sanyal (iv) Asutosh Mukhopadhyay and (v) Pranab Kumar Kundu from the year 2014 to 2015 from 2004 to 2015 Annexed herewith and marked with letter "C".

d) 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".

e) 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".

f) Conversion Certificates issued by the Block Land & Land Reforms Officer Bishnupur-I at Bhasa South 24-Parganas vide Memo Nos. S-2/424/13, S-2/420/13, S-2/416/13, S-2/417/13 all dated the 22.6.2015 and S-2/305/13 and S-2/13 both dated 8.5.2015. Annexed herewith and collectively marked with letter "F".

g) 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".

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

### 3. SCOPE LIMITATION:

The scope of our report is limited by the following general parameters:



We have assumed that the copies of the documents and papers, and original reports and letters provided to us;

- a) are genuine documents, papers, reports and letters;
- b) bear the genuine signatures, dates, stamps, seals and other markings;
- c) in connection with any particular issue are the only documents available with the Owners relating to such issue;
- d) have not been superseded by any other document not made available to us for whatever reason;
- e) are true, correct and authentic and the authenticity of all copies of documents/information provided to us and the conformity of such copies or extracts submitted to us with that of the original documents.

We have not carried out any searches ourselves or under our supervision and relied upon the above reports submitted to us by the client and this Report is being prepared solely based on those.

To the extent possible, we have relied upon documents and records provided by the representative of the Owners abovenamed and this Report is being prepared solely based on those. Valuation and physical verification of the land are not part of our scope of work as such no physical verification of the said land has been made by us.

We have taken due care for preparation of this report, however, it, shall not be responsible, or in any way held liable, in the event of any loss and/or damage suffered by any person on account of any statement in this report made relying upon any representation(s) made by the Client or otherwise;

The decision of proceeding with or consummating any transaction on the basis of this report lies solely with the Client and our findings documented in this Report shall not, in any way, constitute a recommendation as to whether the Client or any other person should (or should not) consummate any transaction.

This report is addressed to and is solely for the benefit of the Client and no other person shall, except with our consent, rely on this report or any part thereof. We shall not be liable in any manner if a third party relies on this Report with or without our consent.



**4. DEVOLUTION OF TITLE:****W H E R E A S:**

A. One Akhil Kumar Naskar was absolutely seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 22 Decimals be the same a little more or less situate lying at Mouza Daulatpur, J.L. No.79, Police Station-Bishnupur, Touzi No.1299, R.S. No.341, R.S. and L.R. Dag No.27, R.S. Khatian No.326, in the District of South 24-Parganas, under Kulerdari Gram Panchayat (hereinafter referred to as the **said land**).

B. The said Akhil Kumar Naskar who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his four sons namely Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar and three daughters namely Smt. Basanti Naskar, Smt. Ashima Mondal and Smt. Anima Naskar, as his heiresses, heirs and legal representatives who upon his death jointly inherited the **said land** in equal shares.

C. By a Deed of Conveyance dated the 5<sup>th</sup> day of October, 1994 made between the said Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar, Nayan Kumar Naskar, Smt. Basanti Naskar, Smt. Ashima Mondal and Smt. Anima Naskar therein jointly referred to as Vendors of the One Part and one Smt. Binapani Das therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Bisnupur, South 24-Parganas in Book No.I, Volume No.44, Pages 237 to 246, Being No.4234 for the year 1994, the said Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 3.65 decimals be the same a little more or less out of **said land**.

D. By another Deed of Conveyance dated the 5<sup>th</sup> day of October, 1994 made between the said Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar, Nayan Kumar Naskar, Smt. Basanti Naskar, Smt. Ashima Mondal and Smt. Anima Naskar therein jointly referred to as Vendors of the One Part and one Smt. Srilata Guha Roy therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Bisnupur, South 24-Parganas in Book No.I, Volume No.47, Pages 11 to 20, Being No.4238 for the year 1994, the said Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 2 cottahs be the same a little more or less out of **said land**.





E. By another Deed of Conveyance dated the 15<sup>th</sup> day of March, 1995 made between the said Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar, Nayan Kumar Naskar, Smt. Basanti Naskar, Smt. Ashima Mondal and Smt. Anima Naskar therein jointly referred to as Vendors of the One Part and one Krishnendu Sannyal therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, Volume No.12, Pages 193 to 202, Being No.971 for the year 1995, the said Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 2 cottahs be the same a little more or less out of **said land**.

F. By another Deed of Conveyance dated the 15<sup>th</sup> day of March, 1995 made between the said Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar, Nayan Kumar Naskar, Smt. Basanti Naskar, Smt. Ashima Mondal and Smt. Anima Naskar therein jointly referred to as Vendors of the One Part and one Pranab Kumar Kundu and Smt. Sikha Kundu therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, Volume No.12, Pages 193 to 202, Being No.972 for the year 1995, the said Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 3 (three) cottahs equivalent to 5 decimals be the same a little more or less out of **said land**.

G. By another Deed of Conveyance dated the 20<sup>th</sup> day of August, 1996 made between the said Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar, Nayan Kumar Naskar, Smt. Basanti Naskar, Smt. Ashima Mondal and Smt. Anima Naskar therein jointly referred to as Vendors of the One Part and one Ashutosh Mukhopadhyay therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, Volume No.30, Pages 193 to 204, Being No.2830 for the year 1996, the said Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 6.8 decimals be the same a little more or less out of **said land**.

H. By another Deed of Conveyance dated the 24<sup>th</sup> day of July, 1998 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and the said Smt. Binapani Das therein referred to as the Purchaser of the Other Part and registered at the Office of the



Additional District Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, Volume No.38, Pages 313 to 320, Being No.2102 for the year 1998, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 1.65 decimals be the same a little more or less out of 6.8 decimals in the **said land** which he acquired by way of purchase vide Deed No. 2830 for the year 1996.

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

J. By another Deed of Conveyance dated the 29<sup>th</sup> day of January, 2015 made between the said Smt. Srilata Guha Roy therein referred to as Vendor of the One Part and one Esther Buildcon Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, CD Volume No.2, Pages 1814 to 1829, Being No.514 for the year 2015, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 2 cottahs be the same a little more or less which she acquired by way of purchase vide Deed No. 4238 for the year 1994.

K. By a Deed of Conveyance dated the 11<sup>th</sup> day of February, 2015 made between the said Krishnendu Sannyal therein referred to as Vendor of the One Part and one Ayanna Projects Private Limited and Ayanna Properties 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, in Book No.I, CD Volume No.3, Pages 1067 to 1082, Being No.791 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 containing an area of 2 cottahs be the same a little more or less which she acquired by way of purchase vide Deed No. 971 for the year 1995.



L. By another Deed of Conveyance dated the 12<sup>th</sup> day of March, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Phobos Tours and Travel Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.8, Pages 892 to 903, Being No.2390 for the year 2015, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 5.15 decimals be the same a little more or less which he acquired by way of purchase vide Deed No.2830 for the year 1996.

M. By another Deed of Conveyance dated the 19<sup>th</sup> day of March, 2015 made between the said Smt. Binapani Das therein referred to as 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-Parganas in Book No.I, CD Volume No.8, Pages 4532 to 4548, Being No.2505 for the year 2015, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 5.30 decimals be the same a little more or less which she acquired by way of purchase vide Deed Nos. 4234 for the year 1994 and 2102 for the year 1998 respectively.

N. Thus the said Ekaraj Housing Private Limited, Esther Buildcon Private Limited, Ayanna Projects Private Limited, Ayanna Properties Private Limited, Phobos Tours and Travel Private Limited and Eeshvi Villa Private Limited duly recorded their respective names in the office of the Block Land and Land Reforms Officer, Bishnupur, South 24-Parganas in respect of the aforesaid dag number and duly obtained their Land Reforms Khatian Nos. being L.R. Khatian Nos.4123, 4134, 4125, 4126, 3105 and 4175 respectively.

**6. RESULT OF THE SEARCHES:**

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

**a) Registration Offices:**

From the Index-II searches made in respect of R.S. Dag No.27 during the aforementioned period at the office of Registrar of Assurances, Kolkata, it transpires that the concerned Pages for the years 1982, 1987,



1992, 1993, 1994 and 2000 are torn and/or partly torn and Volumes are transferred therefore not available for the years 1984, 1985 and 1986, and Books are not available for the years 1997 and 1999. From the available records it transpires that there is no adverse entry against the **said land** during the aforementioned period.

From the Index-II searches made in respect of R.S. Dag No.27, during the aforementioned period at the office of 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.27, during the aforementioned period at the office of the Additional District Sub-Registrar, Bishnupur, it transpires that the concerned Pages for the year 1989 is torn and/or partly torn, Volumes are transferred therefore not available for the years 1983, 1984 and 1999 and Books are not available for the year 1991. From the available records it transpires that there is no adverse entry against the **said land** during the aforementioned period.

**b] Courts:**

From the searches made at the respective Courts both (Senior and Junior Divisions). It appears that no money suit, title suit, money execution case, title execution case has been filed against the names of Smt. Binapani Das, Smt. Srilata Guha Roy, Krishnendu Sanyal, Ashutosh Mukhopadhyay and Pranab Kumar Kundu 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 Ayanna Projects Private Limited (1 decimal), L.R. Khatian No. 4125, Ayanna Properties Private Limited (2 decimals), L.R. Khatian No. 4126, Ekaraj Housing Private Limited, (5 decimals), L.R.



Khatian No. 4123, Esther Buildcon Private Limited, (3 decimals) L.R. Khatian No. 4134, Eeshvi Villa Private Limited, (5 decimals) L.R. Khatian No. 4175, Phobos Tours and Travel Private Limited (6 decimals) L.R. Khatian No. 3105, Asutosh Mukherjee (16 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:**

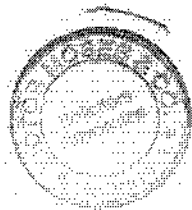
From the searches made at the office of the Sub Division Officer and Competent Authority, under Urban Land (Ceiling & Regulations) Act 1976, it transpires that **said land** in question is not vested.

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 <sup>24<sup>th</sup></sup> day of March, 2016.

For VICTOR MOSES & CO.,  
SOLICITORS & ADVOCATES



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



# 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 RETAIL PRIVATE LIMITED,**  
having its registered offices at  
205/2, Netaji Subhash Road,  
Police Station-Behala,  
Kolkata-700 034.
2. **GALTONIA BUILDERS PRIVATE LIMITED,**  
having its registered office at  
65, Roypur Bande Ali Pally,  
Police Station-Bansdroni,  
Kolkata-700070.
3. **AYANNYA CONSTRUCTION PRIVATE LIMITED**
4. **ETAKA HOMES PRIVATE LIMITED**  
both having their registered office at  
55/1A, Strand Road, Room No. 2,  
5<sup>th</sup> Floor, Police Station-Jorabagan  
Kolkata-700006.
5. **WRIDDHI INFRASTRUCTURE PRIVATE LIMITED**  
having its registered office at  
161/1, Mahatma Gandhi Road,  
Room No.41,  
Police Station-Jorasanko,  
Kolkata-700007.
6. **DIPAK KUMAR JAYASWAL**
7. **ANUP KUMAR JAYASWAL**  
both residing at 22B, Orphangunj Road,  
Khidderpore  
Police Station-Watgunj,  
Kolkata-700023.

### 1. DESCRIPTION OF THE LAND:

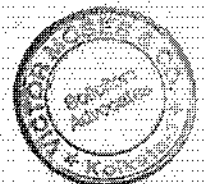
**ALL THAT** the piece and parcel of land containing an area of 43 decimals be the same a little more or less situate and lying at Daulatput, J.L. No.79, Police Station-Bishnupur, R.S. and L.R. Dag No.28, R.S. Khatian No.326, L.R. Khatian Nos.4168, 4236, 4144, 4174, 4204, 2150

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E-mail : vmoses@vsnl.com / vmosesipr@rediffmail.com

Delhi Office : 115, Indraprakash Building, 21, Barakhamba Road, New Delhi - 110 001

E-mail : vmosesdelhi1@gmail.com



and 2151 within the limits of Kulerdari Gram Panchayat, District South 24 Parganas.

## 2. DOCUMENTS PERUSED:

Photo-copies of the following:-

A. Deed of Conveyance dated the 23<sup>rd</sup> day of August, 1996 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Deepak Kumar Jayaswal and Anup Kumar Jayaswal therein 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.30 Pages 351 to 356, Being No.2870 for the year 1996. Annexed herewith and marked with letter "A 1".

B. Deed of Conveyance dated the 26<sup>th</sup> day of December, 2014 made between the said Smt. Rekha Bhattacharya and Smt. Soma Sengupta (nee Bhattacharya) therein jointly referred to as 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 Additional District Sub-Registrar, Bishnupur, in Book No.I, CD Volume No.25, Pages 2271 to 2286, Being No.6946 for the year 2014. Annexed herewith and marked with letter "A 2".

C. Deed of Conveyance dated the 20<sup>th</sup> day of February, 2015 made between the said Smt. Pragati Das therein referred to as Vendor of the One Part and one Etaka Homes Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.6, Pages 1218 to 1233, Being No.1599 for the year 2015. Annexed herewith and marked with letter "A 3".

D. Indenture of Conveyance dated the 12<sup>th</sup> day of March, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Thyone Retail Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.8, Pages 940 to 952, Being No.2388 for the year 2015. Annexed herewith and marked with letter "A 4".

E. Deed of Conveyance dated the 7<sup>th</sup> day of May, 2015 made between the said Krishna Kumar Podder and Smt. Sabita Podder therein jointly referred to as Vendors of the One Part and one Wriddhi Infrastructure Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the District Sub-Registrar-IV, South 24-



Parganas, in Book No.I, CD Volume No.11, Pages 7808 to 7823, Being No.03798 for the year 2015. Annexed herewith and marked with letter "A 5".

F. 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 Galtonia Builders Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar-IV, South 24-Parganas in Book No.I, Volume No.1604-2015, Pages 36295 to 36325, Being No.160405444 for the year 2015. Annexed herewith and marked with letter "A 6".

G. Following search reports:-

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

b) Report dated the 21.06.2014 of Index-II search conducted by the searcher Sri Swapan Nath at the offices of i) Registrar of Assurances, Kolkata, ii) District Registrar, Alipore and iii) Additional District Sub-Registrar, Bishnupur in respect of the above land from 1982 to 2014. Annexed herewith and collectively marked with letter "B 2".

c) Report dated 27.01.2016 of 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 Smt. Rekha Bhattacharya from 2004 to 2014 and Smt. Pragati Das from the year 2014 to 2015. Annexed herewith and marked with letter "C".

d) Official reply received from the office of the Land Acquisition Collector, South 24-Parganas Vide Memo No.LA/info/1909/P/Alipore-12 dated 13.12.2013. Annexed herewith and marked with letter "D".

e) 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".

f) Conversion Certificates issued by the Block Land & Land Reforms Officer Bishnupur-I at Bhasa South 24-Parganas vide Memo Nos. S-2/408/13, S-2/413/13, S-2/415/13, S-2/582/13, S-2/841/13, S-





2/848/13 and S-2/849/13 all dated the 22.6.2015 Annexed herewith and collectively marked with letter "F".

g) 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 collectively marked with letter "G".

h) 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 collectively marked with letter "H".

### **3. SCOPE LIMITATION:**

The scope of our report is limited by the following general parameters:

We have assumed that the copies of the documents and papers, and original reports and letters provided to us:

- a) are genuine documents, papers, reports and letters;
- b) bear the genuine signatures, dates, stamps, seals and other markings;
- c) in connection with any particular issue are the only documents available with the Owners relating to such issue;
- d) have not been superseded by any other document not made available to us for whatever reason;
- e) are true, correct and authentic and the authenticity of all copies of documents/information provided to us and the conformity of such copies or extracts submitted to us with that of the original documents.

We have not carried out any searches ourselves or under our supervision and relied upon the above reports submitted to us by the client and this Report is being prepared solely based on those.

To the extent possible, we have relied upon documents and records provided by the representative of the Owners abovenamed and this Report is being prepared solely based on those. Valuation and physical verification of the land are not part of our scope of work as such no physical verification of the said land has been made by us.



We have taken due care for preparation of this report, however, it, shall not be responsible, or in any way held liable, in the event of any loss and/or damage suffered by any person on account of any statement in this report made relying upon any representation(s) made by the Client or otherwise;

The decision of proceeding with or consummating any transaction on the basis of this report lies solely with the Client and our findings documented in this Report shall not, in any way, constitute a recommendation as to whether the Client or any other person should (or should not) consummate any transaction.

This report is addressed to and is solely for the benefit of the Client and no other person shall, except with our consent, rely on this report or any part thereof. We shall not be liable in any manner if a third party relies on this Report with or without our consent.

#### 4. DEVOLUTION OF TITLE:

##### **W H E R E A S:**

A. One Akhil Kumar Naskar was seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 47 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.28, R.S. Khatian No.326 in the District of South 24-Parganas (hereinafter referred to as the "**said entire land**").

B. The said Akhil Kumar Naskar who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his four sons namely Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar and three daughters namely Smt. Basantee Naskar, Smt. Ashima Naskar and Smt. Anima Naskar as his only heirs heiresses and legal representative who upon his death inherited the **said entire land** in equal shares.

C. By two several Deeds of Conveyance both dated the 5<sup>th</sup> day of October, 1994 made between the said Jiban Kumar Naskar and Ors. therein jointly referred to as Vendors of the One Part and one Krishna Kumar Podder and Smt. Sabita Podder therein jointly referred to as the Purchasers of the Other Part and both registered at the Office of the Sub-Registrar, Bishnupur, in Book No.I, Volume Nos.43 and 47, Pages 497 to 506 and 1 to 10, Being Nos.4230 and 4236 respectively for the year 1994,



the said 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 measuring an area of 5 cottahs be the same a little more or less out of the **said entire land**.

D. By another Deed of Conveyance dated the 15<sup>th</sup> day of March, 1995 made between the said Jiban Kumar Naskar and Ors. therein jointly referred to as Vendors of the One Part and one Smt. Bharati Chatterjee 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 203 to 212, Being No.973 for the year 1995, the said Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land measuring an area of 2 cottahs and 8 chittacks equivalent to 4.13 sataks be the same a little more or less out of the **said entire land**.

E. The said Smt. Bharati Chatterjee who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her husband Tapan Kumar Chatterjee and only son Ritwik Chatterjee as her only heirs and legal representatives who upon her death jointly inherited All That the said piece and parcel of land containing an area of 2 cottahs and 8 chittacks equivalent to 4.13 decimals which she acquired by way of purchase vide Deed No.973 for the year 1995.

F. By another Deed of Conveyance dated the 20<sup>th</sup> day of August, 1996 made between the said Jiban Kumar Naskar and Ors. 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, South 24-Parganas in Book No.I, Volume No.30, Pages 193 to 204, Being No.2830 for the year 1996, the said Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land measuring an area of 30.50 sataks be the same a little more or less out of the **said entire land**.

G. The said Ashutosh Mukhopadhyay had recorded his name in the office of Block Land & Land Reforms Officer, Bishnupur-I, and opened new Land Reform Khatian No.268/1 against the aforesaid Dag.

H. By another Deed of Conveyance dated the 23<sup>rd</sup> day of August, 1996 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Anup Kumar Jayaswal and Deepak



Kumar Jayaswal 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.30 Pages 351 to 356, Being No.2870 for the year 1996, 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 11.5 decimals be the same a little more or less out of the **said entire land**.

I. By another Deed of Conveyance dated the 22<sup>nd</sup> day of May, 1998 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Smt. Rekha Bhattacharya and Smt. Soma Sengupta (nee Bhattacharya) 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.13, Pages 271 to 280, Being No.1218 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 Purchasers therein All That the piece and parcel of land measuring an area of 4 decimals be the same a little more or less out of the **said entire land**.

J. By another Deed of Conveyance dated the 22<sup>nd</sup> day of December, 2014 made between the said Tapan Kumar Chatterjee and Ritwik Chatterjee therein jointly referred to as Vendors of the One Part and one Smt. Pragati Das therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar-IV, South 24-Parganas, in Book No.I, Volume No.57, Pages 1163 to 1187, Being No.9632 for the year 2014, 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 4.13 decimals be the same a little more or less which they have acquired by way of inheritance.

K. By another Deed of Conveyance dated the 26<sup>th</sup> day of December, 2014 made between the said Smt. Rekha Bhattacharya and Smt. Soma Sengupta therein jointly referred to as 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 Additional District Sub-Registrar, Bishnupur, in Book No.I, CD Volume No.25, Pages 2271 to 2286, Being No.6946 for the year 2014, 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 4 decimals be the same a little more or less so purchased by them jointly vide Deed No.1218 for the year 1998.

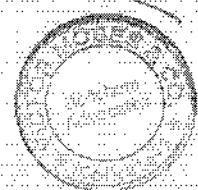


L. By another Deed of Conveyance dated the 20<sup>th</sup> day of February, 2015 made between the said Smt. Pragati Das therein referred to as Vendor of the One Part and one Etaka Homes Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.6, Pages 1218 to 1233, Being No.1599 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 4.13 decimals be the same a little more or less so purchased by her vide Deed No.9632 for the year 2014.

M. By another Indenture of Conveyance dated the 12<sup>th</sup> day of March, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Thyone Retail Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.8, Pages 940 to 952, Being No.2388 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 sataks be the same a little more or less out of the **said entire land**.

N. By another Deed of Conveyance dated the 7<sup>th</sup> day of May, 2015 made between the said Krishna Kumar Podder and Smt. Sabita Podder therein jointly referred to as Vendors of the One Part and one Wriddhi Infrastructure Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.11, Pages 7808 to 7823, Being No.03798 for the year 2015, 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 5 cottahs be the same a little more or less so purchased by them vide Deed Nos.4230 and 4236 for the year 1994.

O. 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 Galtonia Builders Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar-IV, South 24-Parganas in Book No.I, Volume No.1604-2015, Pages 36295 to 36325, Being No.160405444 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 6 sataks Decimals be the same a little more or less out of the **said entire land**.

P. Thus the said Anup Kumar Jayaswal and ors jointly became the absolute Owners of All that the piece and parcel of land containing an area of 43.5 decimals out of the **said entire land** (hereinafter referred to as the **said Land**) and the said Anup Kumar Jayaswal and ors have recorded their respective names in respect thereto in the office of the Block Land and Land Reforms Officer, Bishnupur, South 24-Parganas and duly obtained their respective Land Reforms Khatian Numbers.

#### 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.28 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.28, 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.28, 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 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.



**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 the Smt. Rekha Bhattacharya and Smt. Pragati Das 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 Retail Private Limited (10 decimal), L.R. Khatian No.4168, Galtonia Builders Private Limited (6 decimals), L.R. Khatian No.4236, Ayanna Construction Private Limited (4 decimals), L.R. Khatian No.4144, Etaka Homes Private Limited (4 decimals) L.R. Khatian No.4174, Wriddhi Infrastructure Private Limited (8 decimals) L.R. Khatian No.4204, Anup Kumar Jaiswal (6 decimals) L.R. Khatian No.2150, and Dipak Kumar Jaiswal (5 decimals) L.R. Khatian No.2151 and the **said Land** 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 & Regulation) Act, 1976:**

From the searches made at the office of the Sub Division Officer and Competent Authority, under Urban Land (Ceiling & regulation) Act 1976 it transpires that the **said Land** is not vested.




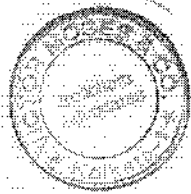
**6. CERTIFICATION:**

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** appears to be marketable and the Owners have marketable title to the same.

Dated this <sup>24<sup>th</sup></sup> day of March, 2016.

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

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



T01022.b





# 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 HERBAL PRODUCTS PRIVATE LIMITED,**
  2. **PHOBOS AGRO MARKETING PRIVATE LIMITED,**  
both having their registered offices at  
205/2, Netaji Subhash Road,  
Police Station-Behala,  
Kolkata-700 034.
  3. **CUSSONIA HEIGHTS PRIVATE LIMITED,**  
having its registered office at  
119, Bhupen Roy Road  
Police Station-Behala  
Kolkata-700 034.
  4. **GALTONIA BUILDERS PRIVATE LIMITED,**  
having its registered office at  
65, Roypur Bande Ali Pally,  
Police Station-Regent Park,  
Kolkata-700070.
  5. **WRIDDHI REAL ESTATE PRIVATE LIMITED,**  
having its registered office at  
161/1, Mahatma Gandhi Road,  
Room No.41,  
Police Station-Jorasanko,  
Kolkata-700007.
  6. **SIDDHARTHA MUKHOPADHYAY**  
residing at 119, Bhupen Roy Road,  
Police Station-Behala,  
Kolkata-700034.

1. **DESCRIPTION OF THE LAND:**

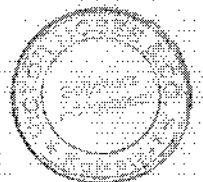
**ALL THAT** the piece and parcel of land containing an area of 43 decimals be the same a little more or less situate and lying at Daulatput, J.L. No.79, Police Station-Bishnupur, R.S. and L.R. Dag No.29, R.S. Khatian No.570, L.R. Khatian Nos.4177, 4186, 4234, 4236, 3104 and 2949 within the limits of Kulerdari Gram Panchayat, District South 24 Parganas.

Telephones : 2248 1296 / 2248 4600 / 2210 2381 / 2231 6373 / Fax : 91 (033) 2248 2933

E-mail : vmoses@vsnl.com / vmosesipr@rediffmail.com

Delhi Office : 115, Indraprakash Building, 21, Barakhamba Road, New Delhi - 110 001

E-mail : vmosesdelhi1@gmail.com



**2. DOCUMENTS PERUSED:**

Photo-copies of the following:-

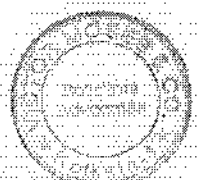
A. Deed of Conveyance dated the 1<sup>st</sup> day of March, 2013 made between one Kamal Naskar, Swapan Naskar, Robin Naskar, Smt. Bamini Naskar and Smt. Binarani Mondal therein jointly referred to as the Vendors of the One Part and one Siddhartha Mukherjee therein referred to as the Purchaser of the 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 1"**.

B. Deed of Conveyance dated the 5<sup>th</sup> day of March, 2013 made between one Smt. Lakshmibala 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 the Vendors of the One Part and one Siddhartha Mukherjee 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 2"**.

C. Deed of Conveyance dated the 7<sup>th</sup> day of May, 2013 made between one Balai Naskar and Smt. Mousumi Naskar alias Mousumi Mistry therein jointly referred to as the Vendors of the One Part and one Siddhartha Mukherjee 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 3"**.

D. Deed of Conveyance dated the 28<sup>th</sup> day of October, 2013 made between one Ashok Kumar Naskar therein referred to as the Vendor of the First Part, one Wriddhi Real Estate Private Limited and therein referred to as the Purchaser of the Second Part and one Kalicharan Naskar therein referred to as the Confirming Party of the Third Part and registered at the office of the Additional District Sub-Registrar, Bishnupur, 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 4"**.

E. Indenture of Conveyance dated the 28<sup>th</sup> day of March, 2015 made between one Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Phobos Agro Marketing 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 1423 to 1438, Being No.2556 for the year 2015. Annexed herewith and marked with letter **"A 5"**.

F. Indenture of Conveyance dated the 28<sup>th</sup> day of March, 2015 made between one Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Thyone Herbal Products Private Limited therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Pargana, in Book No.I, CD Volume No.9, Pages 1557 to 1572, Being No.2558 for the year 2015. 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 the Vendor of the One Part and one Galtonia 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-Pargana, in Book No.I, Volume No.1604-2015, Pages 36295 to 36325, Being No.160405444 for the year 2015. Annexed herewith and marked with letter **"A 7"**.

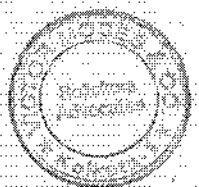
H. Indenture of Conveyance dated the 16<sup>th</sup> day of July, 2015 made between one Ashutosh Mukhopadhyay therein referred to as the Vendor of the One Part and one Cussonia Heights Private Limited therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Pargana, in Book No.I, Volume No.1604-2015, Pages 38033 to 38061, Being No.160405445 for the year 2015. Annexed herewith and marked with letter **"A 8"**.

I. The following search reports:-

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

b) Report dated the 21.06.2014 of Index-II search conducted by the searcher Sri Swapan Nath at the offices of i) Registrar of Assurances, Kolkata, ii) District Registrar, Alipore and iii) Additional District Sub-Registrar, Bishnupur in respect of the above land from 1982 to 2014. Annexed herewith and collectively marked with letter **"B 2"**.

c) Report dated 27.01.2016 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 names of (i) Smt. Lakshmi Bala Naskar from 2004 to 2013, (ii) Balai Chandra Naskar from 2012 to 2015 and (iii) Robin Chandra Naskar from 2013 to 2015. Annexed herewith and collectively marked with letter "C"

d) Official reply received from the office of the Land Acquisition Collector, South 24-Parganas vide Memo No.LA/info/1909/P/Alipore-12 dated 13.12.2016 Annexed herewith and marked with letter "D".

e) 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".

f) Conversion Certificates issued by the Block Land & Land Reforms Officer Bishnupur-I at Bhasa South 24-Parganas vide Memo Nos. S-2/618/13 dated 29.09.2014 S-2/411/13 dated 22.06.2015, S-2/410/13 dated 22.06.2015, S-2/13 dated 8.05.2015, S-2/854/13 and S-2/841/13 22.6.2015 both dated 8.5.2015. Annexed herewith and collectively marked with letter "F".

g) 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".

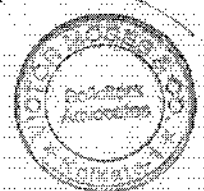
h) Official reply received from the office of the Competent Authority under Urban Land (Ceiling & Regulation) Act 1976 vide Memo No. 1/6/8/ULC dated 7.9.2015. Annexed herewith and marked with letter "H".

### **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;

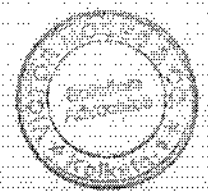
The decision of proceeding with or consummating any transaction on the basis of this report lies solely with the Client and our findings documented in this Report shall not, in any way, constitute a recommendation as to whether the Client or any other person should (or should not) consummate any transaction.

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 Khagendra Nath Naskar was absolutely seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 58 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. Khatian No.570, R.S. Dag No.29, in the District of South 24-Parganas, under



Kulerdari Gram Panchayat (hereinafter referred to as the **said entire land**).

B. The said Khagendra Nath Naskar who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his widow Smt. Garabini Naskar, his six sons namely Balai Naskar, Subal Naskar, Shyamal Naskar, Kamal Naskar, Swapan Naskar and Robin Naskar and three daughters namely Smt. Kamini Naskar, Smt. Bamini Naskar and Smt. Binarani Naskar and the widow namely Smt. Lakshmibala Naskar and son namely Tapan Naskar of his predeceased son Kanai Naskar as his heirs, heiresses and legal representatives who upon his death jointly inherited the **said entire land** in their respective proportionate share.

C. The said Smt. Kamini 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 All That her undivided 1/11<sup>th</sup> part or share in the **said entire land** containing an area of 5.27 decimals be the same a little more or less out of the **said entire land**.

D. The said Ashok Kumar Naskar recorded his name in the records of the Block Land and Land Reforms Officer, Bishnupur-I at Bhasa and obtained Land Reforms Khatian No. being L.R. Khatian No.98.

E. The said Smt. Garabini Naskar recorded her name in the records of the Block Land and Land Reforms Officer, Bishnupur-I at Bhasa and obtained Land Reforms Khatian No. being L.R. Khatian No.547.

F. By a Deed of Conveyance dated the 26<sup>th</sup> day of November, 1997 made between the said Subal Naskar, Kamal Naskar and Smt. Bamnirani Naskar therein jointly referred to as the Vendors of the One Part and one Ashutosh Mukhopadhyay therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Bishnupur, in Book No.I, Being No.3699 for the year 1997 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 their respective undivided part or share in the **said entire land** containing an area of 15.81 decimals be the same a little more or less.

G. By another Deed of Conveyance dated the 24<sup>th</sup> day of June, 1999 made between the said Swapan Naskar therein referred to as the Vendor of the One Part and the said Ashutosh Mukhopadhyay therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Bishnupur, in Book No.I, Volume



No.24, Pages 163 to 172, Being No.2169 for the year 1999 the Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That his undivided part or share in the **said entire land** containing an area of 5.27 decimals be the same a little more or less.

H. The said Shyamal Naskar who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate on 14<sup>th</sup> August, 1999 leaving him surviving his widow Smt. Amala Naskar, his two sons namely Ramesh Naskar and Suman Naskar and only daughter Smt. Tapasi Naskar alias Mondal as his heirs, heiresses and legal representatives who upon his death jointly inherited All That his undivided 1/11<sup>th</sup> part or share in the **said entire land**.

I. 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, his two sons namely Samit Naskar and Ranjit Naskar and only daughter Smt. Mousumi Naskar alias Mistry as his heirs, heiresses and legal representatives.

J. The said Smt. Garabini 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 five sons namely Balai Naskar, Shyamal Naskar, Kamal Naskar, Swapan Naskar and Robin Naskar and three daughters namely Smt. Kamini Naskar, Smt. Bamini Naskar and Smt. Binarani Naskar and the widow namely Smt. Lakshbala Naskar and son namely Tapan Naskar of his predeceased son Kanai Naskar and the heirs and heiresses of Subal Naskar namely, Smt. Gouri Naskar, Samit Naskar and Ranjit Naskar and Smt. Mousumi Naskar as her heirs, heiresses and legal representatives who upon her death jointly inherited All That her undivided 1/11<sup>th</sup> part or share in the **said entire land** in their respective proportionate share.

K. By another Deed of Conveyance dated the 20<sup>th</sup> day of September, 2006 made between the said Balai Naskar therein referred to as the Vendor of the One Part and the said Ashutosh Mukhopadhyay therein referred to as the Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Bishnupur, in Book No.I, CD Volume No.12, Pages 3760 to 3776, Being No.4144 for the year 2012 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 his undivided part or share in the **said entire land** containing an area of 5.27 decimals be the same a little more or less.



L. By another Deed of Conveyance dated the 1<sup>st</sup> day of March, 2013 made between the said Smt. Binarani Mondal therein referred to as the Vendor of the One Part and the said Ashutosh Mukhopadhyay therein referred to as the Purchaser of the Other Part and registered at the office of the 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 Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That her undivided part or share in the **said entire land** containing an area of 5 decimals be the same a little more or less.

M. Thus the said Ashutosh Mukhopadhyay became seized and possessed of the and/or other wise well and sufficiently entitled to All That the piece and parcel of land containing an area of 31.35 decimals out of the **said entire land**.

N. The said Ashutosh Mukhopadhyay recorded his name in the records of the Block Land and Land Reforms Officer, Bishnupur and obtained Land Reforms Khatian No. being L.R. Khatian No.2903.

O. By another Deed of Conveyance dated the 1<sup>st</sup> day of March, 2013 made between the said Kamal Naskar, Swapan Naskar, Robin Naskar, Smt. Bamini Naskar and Smt. Binarani Naskar therein jointly referred to as the Vendors of the One Part and one Siddhartha Mukherjee 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 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 3 decimals be the same a little more or less out of the **said entire land**.

P. By another Deed of Conveyance dated the 5<sup>th</sup> day of March, 2013 made between the said Smt. Lakshmibala Naskar, Tapan Naskar, Smt. Gouri Naskar, Samir Naskar, Ranjit Naskar, Smt. Amala Naskar, Ramesh Naskar, Suman Naskar and Smt. Tapasi Naskar alias Mondal therein jointly referred to as the Vendors of the One Part and the said Siddhartha Mukherjee 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 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 1 cottah be the same a little more or less out of the **said entire land**.



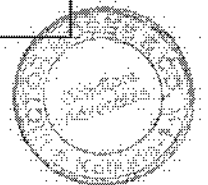


Q. By another Deed of Conveyance dated the 7<sup>th</sup> day of May, 2013 made between the said Balai Naskar and Smt. Mousumi Naskar alias Mousumi Mistry therein jointly referred to as the Vendors of the One Part and the said Siddhartha Mukherjee therein referred to as the Purchaser of the Other Part 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 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 65.34 sq.ft. be the same a little more or less out of the **said entire land**.

R. By another Deed of Conveyance dated the 28<sup>th</sup> day of October, 2013 made between the said Ashok Kumar Naskar therein referred to as the Vendor of the First Part, one Wriddhi Real Estate Private Limited and therein referred to as the Purchaser of the Second Part and the said Kalicharan Naskar therein referred to as the Confirming Party of the Third Part and registered at the office of the Additional District Sub-Registrar, Bishnupur, in Book No.I, CD Volume No.13, Pages 966 to 982, Being No.5471 for the year 2013 the Vendor therein with the consent and concurrence of the Confirming Party 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 5.87 decimals (5.27 decimals inherited from his mother Smt. Kamini Naskar and 0.60 decimals inherited from his grant-mother Smt. Garabini Naskar) be the same a little more or less out of the **said entire land**.

S. By four several Indentures of Conveyance the said Asutosh Mukhopadhyay for the valuable consideration granted, transferred, conveyed, assigned and assured All that the piece and parcel of land containing an area of 31.35 decimals be the same a little more or less which he acquired by way of purchase through several Indentures of Conveyance unto and in favour of the purchasers described and mentioned hereunder.

Date	Names of the Purchasers	Registration Details	Area Transferred
28.03.2015	Phobos Agro Marketing Private Limited	registered at the office of the District Sub-Registrar-IV, South 24-Pargana, in Book No.I, CD	10 decimals



		Volume No.9, Pages 1423 to 1438, Being No.2556 for the year 2015	
28.03.2015	Thyone Herbal Products Private Limited	registered at the office of the District Sub- Registrar-IV, South 24-Pargana, in Book No.I, CD Volume No.9, Pages 1557 to 1572, Being No.2558 for the year 2015	10 decimals
16.06.2015	Galtonia Builders Private Limited	registered at the office of the District Sub- Registrar-IV, South 24-Pargana, in Book No.I, Volume No.1604- 2015, Pages 36295 to 36325, Being No.160405444 for the year 2015	2 decimals
16.07.2015	Cussonia Heights Private Limited	registered at the office of the District Sub- Registrar-IV, South 24-Pargana, in Book No.I, Volume No.1604- 2015, Pages 38033 to 38061, Being No.160405445 for the year 2015	10 decimals
		TOTAL:	32 decimals

T. Thus the said Siddhartha Mukhopadhyay, Thyone Herbal Products Private Limited, Cussonia Heights Private Limited, Phobos Agro Marketing Private Limited, Galtonia Builders Private Limited and Wriddhi Real Estate Private Limited jointly became seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of



land containing an area of 43 decimals out of the **said entire land** (hereinafter referred to as the **said land**).

U. The said Siddhartha Mukhopadhyay, Thyone Herbal Products Private Limited, Cussonia Heights Private Limited, Phobos Agro Marketing Private Limited, Galtonia Builders Private Limited and Wriddhi Real Estate Private Limited duly recorded their respective names in the office of the Block Land and Land Reforms Officer, Bishnupur, South 24-Parganas against the aforesaid dag number and duly obtained their Land Reforms Khatian Nos. being L.R. Khatian Nos. 2949, 4177, 4234, 4186, 4236 and 3104 respectively.

**6. RESULT OF THE SEARCHES:**

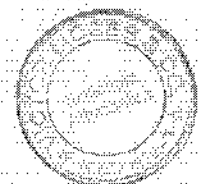
On perusal of the reports as aforesaid we find that the result of the aforesaid searches are as follows:

**a) Registration Offices:**

From the Index-II searches made in respect of R.S. Dag No.29 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.29, 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.29, during the aforementioned period at the office of the Additional 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.



**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 the Smt. Lakshmi Bala Naskar, Balai Chandra Naskar and Rabin Chandra Naskar 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 (5 decimal), L.R. Khatian No.2949, Thyone Herbal Products Private Limited (10 decimals), L.R. Khatian No.4177, Cussonia Heights Private Limited (10 decimals), L.R. Khatian No.4234, Phobos Agro Marketing Private Limited (10 decimals) L.R. Khatian No.4186, Galtonia Builders Private Limited (2 decimals) L.R. Khatian No.4236, Wriddhi Real Estate Private Limited (6 decimals) L.R. Khatian No.3104, and the **said land** has been classified as "Sali".

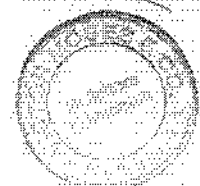
It is also evident from the Conversion Certificate obtained from the office of the Block Land and Land Reforms Officer Bishnupur-I, at Bhasa, South 24-Parganas that the **said land** has been converted from "Sali" to "Bastu".

**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 the **said land** is not vested.



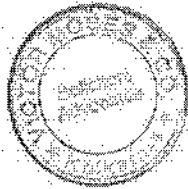
**6. CERTIFICATION:**

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** appears to be marketable and the Owners have marketable title to the same.

Dated this <sup>28<sup>th</sup></sup> day of March, 2016.

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

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



T01022.c



# VICTOR MOSES & CO.

SOLICITORS, ADVOCATES,  
PATENT & TRADEMARK ATTORNEYS.

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

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. **ASHUTOSH MUKHOPADHYAY,**  
residing at 119, Bhupen Roy Road,  
Police Station-Behala,  
Kolkata-700 034.
  6. **SHIBAMOY CHAKRABORTY,**  
residing at 20, Bhupen Roy Road,  
Flat No.4B, Police Station-Behala,  
Kolkata-700 034.
  7. **SMT. DIPIKA BANERJEE,**  
residing at P-32, Arcadia Extension,  
Police Station-Behala,  
Kolkata-700 034.
  8. **JIBAN KR. DE,**  
residing at 316, Canal Street,  
Flat No.311, Police Station-Lake Town,  
Kolkata-700 048.
  9. **SUBRATA ROY,**  
residing at J-250, Paharpur Road,  
Police Station-Garden Reach,  
Kolkata-700 024.
  10. **TAPAS DAS**  
residing at Flat No. FI of 60,  
Raghunathpur Colony,  
Police Station-Thakurpukur  
Kolkata-700063.



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E-mail : vmosesdelhi1@gmail.com

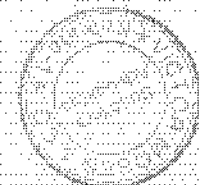
**1. DESCRIPTION OF THE LAND:**

**ALL THAT** the piece and parcel of land containing an area of 68 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.30, R.S. Khatian No.181, L.R. Khatian Nos.4231, 4235, 4227, 4237, 2903, 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 the 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, Page 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 the 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, Page 36273 to 36290, Being No. 160401255 for the year 2016. Annexed herewith and marked with letter "A 12".

M. The following search reports:-

a) Report dated the 29.06.2013 of the Index-II search conducted by Ms. Sujata Ghosh Advocate at the offices of i] District Registrar IV, Alipore and ii] Additional District Sub-Registrar, Bishnupur in respect



of the above land from 1978 to 2013. Annexed herewith and collectively marked with letter "B 1".

b) Report dated the 21.06.2014 of Index-II search conducted by the searcher Sri Swapan Nath at the offices of i) Registrar of Assurances, Kolkata, ii) District Registrar, Alipore and iii) Additional District Sub-Registrar, Bishnupur in respect of the above land from 1982 to 2014. Annexed herewith and collectively marked with letter "B 2".

c) Report dated 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 Sashri Purkait and Ashutosh Mukhopadhyay from the year 2003 to 2014. Annexed herewith and collectively marked with letter "C".

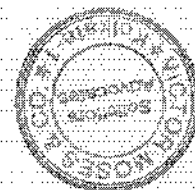
d) Official reply received from the office of the Land Acquisition Collector, South 24-Parganas vide Memo No.LA/info/1909/P/Alipore-12 dated 13.12.2012. Annexed herewith and marked with letter "D".

e) 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".

f) 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".

g) 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".

h) 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:**

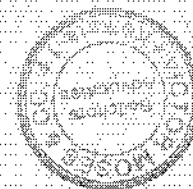
The scope of our report is limited by the following general parameters:

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.

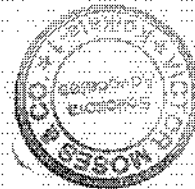
This report is addressed to and is solely for the benefit of the Client and no other person shall, except with our consent, rely on this report or any part thereof. We shall not be liable in any manner if a third party relies on this Report with or without our consent.

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. Lakshmirmoni Naskar as his only heiress and legal representative who upon his death inherited the **said land**.

C. The said Smt. Lakshmirmoni 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**.



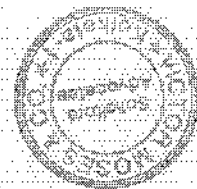
D. The said Sudarshan Chandra Naskar, Subaram Chandra Naskar and Sachindra Nath Naskar had recorded their respective names in the office of Block Land & Land Reforms Officer, Bishnupur-I, and obtained three separate Land Reforms Khatian Nos. being L.R. Khatian Nos.1898, 1911 and 1687 respectively.

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



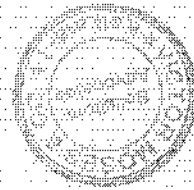


to 36114, Being No.160405443 for the year 2015, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land measuring an area of 10 Decimals be the same a little 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. By a Deed of Exchange dated the 29<sup>th</sup> day of February 2016 made between one Tapas Das therein referred to as the party of the First Party of the One Part and the said Leymus Realty Private Limited therein referred to as the Second Party of the other part and registered at the office of the District Sub- Registrar-IV, South 24-Pargans in Book No. I, Volume No. 1604-2016, Pages 36273 to 36290 and 37023 to 37040 Being No. 160401254 and 160401255 for the year 2016. The said First Party therein granted, transferred, conveyed, assigned and assured unto and in favour of the Second Party All that the piece and parcel of land containing an area of 6.6 decimals be the same situate lying at Mouza Daulatpur in R.S. and L.R. DAG No. 33 and 34 which he acquired by way of purchase vide Deed No. 8495 for the year 2011 and the said Second Party therein granted, transferred, conveyed, assigned and assured unto and in favour of the First Party All that the piece and parcel of land containing an area of 6.6 decimals be the same a little more or less out of 10 decimals which it acquired by way of purchase from the said Ashutosh Mukhopadhyay vide Deed No. 160405442 for the year 2015.

U. 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 Tapas Das 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 4352 respectively.

**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.

**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**.

**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 (4 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, Asutosh Mukhopadhyay (08 sataks) L.R. Khatian No.2903 and Tapas Das (6 sataks) L.R. Khatian No.4352 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 <sup>25<sup>th</sup></sup>..... day of May, 2016.



For VICTOR MOSES & CO.,  
SOLICITORS & ADVOCATES

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



# 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. **SIDDHARTHA MUKHOPADHYAY,**
  2. **ASHUTOSH 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 PRIVATE LIMITED,**  
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 PRIVATE LIMITED,**  
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 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.570, L.R. Khatian Nos.2949, 4226, 4229, 2903, 3104, 4135, 4137 and 4218, within the limits of Kulerdari Gram Panchayat in the District of South 24-Parganas.

### 2. DOCUMENTS PERUSED:

Photo-copies of the following:-

Telephones : 2248 1296 / 2248 4600 / 2210 2381 / 2231 6373 / Fax : 91 (033) 2248 2933

E-mail : vmoses@vsnl.com / vmosesipr@rediffmail.com

Delhi Office : 115, Indraprakash Building, 21, Barakhamba Road, New Delhi - 110 001

E-mail : vmosesdelhi1@gmail.com



- 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. The following search reports:-

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

b) Report dated the 21.06.2014 of Index-II search conducted by the searcher Sri Swapan Nath at the offices of i] Registrar of Assurances, Kolkata, ii] District Registrar, Alipore and iii] Additional District Sub-Registrar, Bishnupur in respect of the above land from 1982 to 2014. Annexed herewith and collectively marked with letter **"B 2"**.

c) Report dated 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"**.

d) 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"**.

e) 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"**.

f) 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".

g) 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".

h) 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:

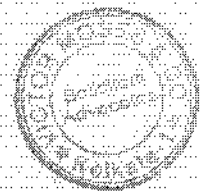
The scope of our report is limited by the following general parameters:

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.

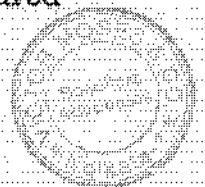
#### 4. DEVOLUTION OF TITLE:

##### **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**.

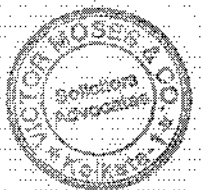
D. By an Indenture of Conveyance dated the 11<sup>th</sup> day of May, 1979 made between the said Surendra Nath Naskar therein referred to as Vendor of the One Part and one Chapala Kayal alias Chapalabala Kayal therein referred to as the Purchaser of the Other Part and registered at the Office of the 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.I, 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



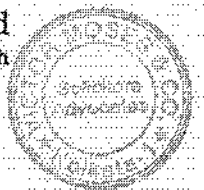
referred to as Vendor of the One Part and one Smt. Sangita Chakraborty therein referred to as the Purchaser of the Other Part and registered at the Office of the Sub-Registrar, Bishnupur, 24-Parganas in Book No.I, Volume No.4, Pages 271 to 282, Being No.321 for the year 1998, the said Vendor therein 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>



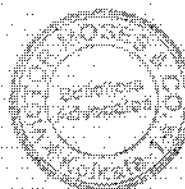
January, 2001 leaving him surviving his widow Smt. Gouri Naskar and two sons namely Samir Naskar and Ranjit Naskar and one daughter namely Mousumi Naskar as his heiresses, heirs and legal representatives.

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.I, 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.I, 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-



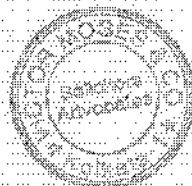
Parganas in Book No.I, CD Volume No.8, Pages 1434 to 1454, Being No.1656 for the year 2013, the said Vendors therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land measuring an area of  $1\frac{1}{2}$  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



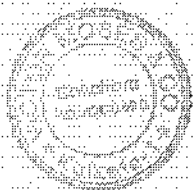
mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That his undivided part or share in the said **Second Plot of Land** containing an area of 3.40 decimals which he acquired by way of inheritance from his mother Smt. Kaminibala Naskar.

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.

**5. RESULT OF THE SEARCHES:**

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

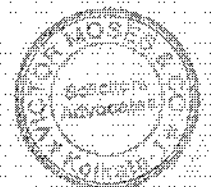
**a) Registration Offices:**

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 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.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.

**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**.

**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 Private Limited, (3 decimals) L.R. Khatian No.3104, Integral Properties Private Limited (9 decimals) L.R. Khatian No.4135, Evaraj Complex Private Limited (9 sataks) L.R. Khatian No.4137 and Smt. Sangita Chakraborty (8 sataks) L.R. Khatian No.4218 the land in the abovementioned dag number has been classified as "Sali".

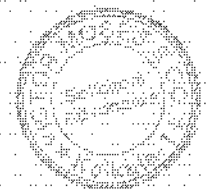
It is also evident from the Conversion Certificate obtained from the office of the Block Land and Land Reforms Officer Bishnupur-I, at Bhasa, South 24-Parganas that the **said Land** has been converted from "Sali" to "Bastu".

**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:**

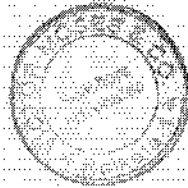
On perusal of the aforesaid Reports and documents furnished by the client and based on the official reports obtained by the client from the offices and departments concerned, we are of the view that the title of the **said land** in question appears to be marketable and the Owners have marketable title to the same.

Dated this <sup>13<sup>th</sup></sup> 24 day of May, 2016.

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

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

T01022.h





# 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 AGRI PRODUCTS PRIVATE LIMITED,

having its registered offices at  
119, Bhupen Roy Road,  
Police Station-Behala,  
Kolkata-700 034.

2. **ÉCLAIR INFRACON PRIVATE LIMITED,**
3. **ETAKA REALESTATE PRIVATE LIMITED**
4. **EKDANT INFRACON PRIVATE LIMITED**
5. **AYANNYA PROJECTS PRIVATE LIMITED**
6. **AYANNYA PROPERTIES PRIVATE LIMITED**  
all having their respective registered office at  
55/1A, Strand Road, Room No. 2,  
5<sup>th</sup> Floor, Police Station-Jorabagan  
Kolkata-700006.
7. **EKARAJ BUILDCON PRIVATE LIMITED**
8. **EKARAJ PROPERTIES PRIVATE LIMITED**
9. **EKARAJ REAL ESTATE PRIVATE LIMITED**
10. **EESHVI TOWER PRIVATE LIMITED**  
all having their respective registered office at  
122/1R, Satyendranath Majumdar Sarani,  
Police Station-Tollygunge  
Kolkata-700026.
11. **WRIDDHI DEVELOPER PRIVATE LIMITED**
12. **IKKA INFRA PROJECTS PRIVATE LIMITED**
13. **WISHFUL BUILDCOM PRIVATE LIMITED**  
all having their respective registered office at  
161/1, Mahatma Gandhi Road,  
Room No.41,  
Police Station-Jorasanko,  
Kolkata-700007.

### 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 Daulatpur,

Telephones : 2248 1296 / 2248 4600 / 2210 2381 / 2231 6373 / Fax : 91 (033) 2248 2933

E-mail : vmoses@vsnl.com / vmosesipr@rediffmail.com

Delhi Office : 115, Indraprakash Building, 21, Barakhamba Road, New Delhi - 110 001

E-mail : vmosesdelhi1@gmail.com

J.L. No.79, Police Station-Bishnupur, R.S. and L.R. Dag No.32, L.R. Khatian Nos.2964, 4256, 4255, 4257, 4125, 4126, 4136, 4140, 4139, 4138, 4254, 4258 and 4253 within the limits of Kulerdari Gram Panchayat, District South 24 Parganas.

## 2. DOCUMENTS PERUSED:

Photo-copies of the following:-

A. Deed of Conveyance dated the 27<sup>th</sup> day of February, 2013 made between one Jousmina Kahtoon therein referred to as Vendor of the One Part and one Thyone Agri Products Pvt. Ltd. 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, CD Volume No.7, Pages 2653 to 2668, Being No.1529 for the year 2013. Annexed herewith and marked with letter "A 1".

B. Deed of Conveyance dated the 22<sup>nd</sup> day of December, 2014 made between one Parul Mondal alias Parul Bala Kayal therein referred to as Vendor of the One Part and one Ayanna Projects Pvt. Ltd. and Ayanna Properties Pvt. Ltd. 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, CD Volume No.58, Pages 1086 to 1101, Being No.9736 for the year 2014. Annexed herewith and marked with letter "A 2"

C. Deed of Conveyance dated the 21<sup>st</sup> day of January, 2015 made between one Anjan Basu therein referred to as Vendor of the First Part and one Eakraj Properties Private Limited, Eakraj Real Estate Private Limited, Eeshvi Tower Private Limited and Wishful Build-con Private Limited therein jointly referred to as the Purchasers of the Second Part and Lakhmi Kanta Kayal, Smt. Parul Mondal nee Kayal, Debi Mondal nee Kayal, Smt. Rina Naskar nee Kayal, Smt. Bharati Sardar nee Mondal, Bikash Mondal, Smt. Piyangbada Mondal, Ruhitayy Mondal therein jointly referred to as the Confirming Parties of the Third Part and registered at the Office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.3, Pages 3898 to 3915, Being No.509 for the year 2015. Annexed herewith and marked with letter "A 3"

D. Indenture of Conveyance dated the 1<sup>st</sup> day of September, 2015 made between one Ayanna Properties Pvt. Ltd. therein referred to as 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-Parganas, in Book No.I, Volume No.1604-2015, Pages 74301 to 74321, Being No.160406898 for the year 2015. Annexed herewith and marked with letter **"A 4"**

E. The following search reports:-

a) Report dated the 29.06. 2013 of the Index-II search conducted by Ms. Sujata Ghosh Advocate at the offices of i) District Registrar IV, Alipore and ii) Additional District Sub-Registrar, Bishnupur in respect of the above land from 1978 to 2013. Annexed herewith and collectively marked with letter **"B 1"**.

b) Report dated the 21.06.2014 of Index-II search conducted by the searcher Sri Swapan Nath at the offices of i) Registrar of Assurances, Kolkata, ii) District Registrar, Alipore and iii) Additional District Sub-Registrar, Bishnupur in respect of the above land from 1982 to 2014. Annexed herewith and collectively marked with letter **"B 2"**.

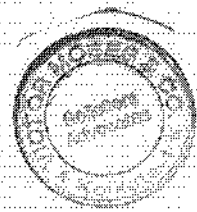
c) Report dated 27.01.2016 of the Court Search conducted by Sri Ganesh Manna, Advocate in the Court of the Learned 10<sup>th</sup> Civil Judge [Senior Division] at Alipore and Learned 6<sup>th</sup> Civil Judge [Junior Division] at Alipore and in the Court of the Learned 2<sup>nd</sup> Civil Judge [Junior Division] at Alipore in the names of Smt Parulbala Kayal from 2003 to 2014, Jousmina Khatun from 2011 to 2013 and Anjan Basu from the year 2012 to 2015. Annexed herewith and collectively marked with letter **"C"**.

d) Official reply received from the office of the Land Acquisition Collector, South 24-Parganas vide Memo No.LA/info/267/P/Alipore-13/651 dated 28.02.2013 Annexed herewith and marked with letter **"D"**.

e) 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"**.

f) 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 dated 22.09.2015 and S-2/930/13 dated the 15.10.2015. Annexed herewith and collectively marked with letter **"F"**.

g) 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"**.



h) 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:

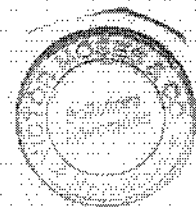
We have assumed that the copies of the documents and papers, and original reports and letters provided to us:

- 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:

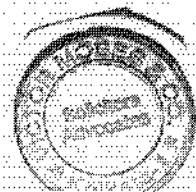
A. One Dulal Kayal was absolutely seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 45 Decimals be the same a little more or less situate lying at Mouza Daulatpur, J.L. No.79, Police Station-Bishnupur, Touzi No.1299, R.S. No.341, R.S. and L.R. Dag No.32, L.R. Khatian No.831 in the District of South 24-Parganas, under Kulerdari Gram Panchayat (hereinafter referred to as the **said First Plot of Land**).

B. The said Dula Kayal duly mutated and recorded his name in the office of the Block Land and Land Reforms Officer Bishnupur South 24-Parganas and obtained Land Reforms Khatian Number being L.R. Khatian No.831.

C. One Parul Mondal alias Parul Bala Kayal 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 15 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.32, L.R. Khatian No.1076 in the District of South 24-Parganas, under Kulerdari Gram Panchayat (hereinafter referred to as the **said Second Plot of land**).

D. The said Parul Mondal alias Parul Bala Kayal duly mutated and recorded her name in the office of the Block Land and Land Reforms Officer Bishnupur South 24-Parganas and obtained Land Reforms Khatian Number being L.R. Khatian No.1076.

E. By a Deed of Conveyance dated the 9<sup>th</sup> day of December, 2011 made between the said Dulal Kayal therein referred to as Vendor of the One Part and one Jousmina Kahtoon therein referred to as the Purchaser





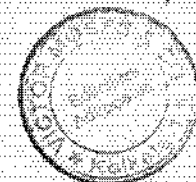
of the Other Part and registered at the Office of the District Sub-Registrar-IV, South 24-Parganas in Book No.1, CD Volume No.29, Pages 3573 to 3885, Being No.8824 for the year 2011, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 5 cottahs equivalent to 8.26 decimals be the same a little more or less out of the **said First Plot of Land.**

F. By another Deed of Conveyance dated the 12<sup>th</sup> day of December, 2011 made between the said Dulal Kayal therein referred to as Vendor of the One Part and one Anjan Basu 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.1, Pages 4059 to 4072, Being No.00232 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 containing an area of 37 decimals be the same a little more or less out of the **said First Plot of land.**

G. The said Anjan Basu duly mutated and recorded his name in the records of the Block Land and Land Reforms Officers Bishnupur South 24-Parganas and obtained Land Reforms Khatian No. being L.R. No.2713.

H. By another Deed of Conveyance dated the 27<sup>th</sup> day of February, 2013 made between the said Jousmina Khatoon therein referred to as Vendor of the One Part and one Thyone Agri Products Pvt. Ltd. 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.7, Pages 2653 to 2668, Being No.1529 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 said piece and parcel of land containing an area of 5 cottahs equivalent to 8.26 decimals be the same a little more or less which she acquired by way of purchase vide Deed No.8824 of 2011.

I. By an Agreement for Sale dated the 5<sup>th</sup> day of March, 2014 made between the said Anjan Basu therein referred to as the Vendor, one Ekaraj Properties Private Limited, Ekaraj Real Estate Private Limited, Eeshvi Tower Private Limited and Wishful Build-con Private Limited therein jointly referred to as the Purchasers and the said Lakhmi Kanta Kayal, Parul Mondal nee Kayal, Debi Mondal nee Kayal, Rina Naskar nee Kayal, Bharati Sardar nee Mondal, Bikash Mondal, Piyangbada Mondal, Ruhitayy Mondal therein jointly referred to as the Confirming Parties and registered at the Office of the District Sub-Registrar-IV, South 24-Parganas in Book No.1, CD Volume No.10, Pages 1039 to 1064, Being

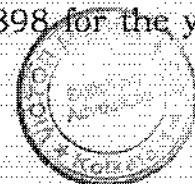


No.1734 for the year 2014, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration and terms and conditions mentioned therein had agreed to grant, transfer, convey, assign and assure unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 37 decimals be the same a little more or less which he acquired by way of purchase vide Deed No.232 of 2012.

J. By another Deed of Conveyance dated the 22<sup>nd</sup> day of December, 2014 made between the said Parul Mondal alias Parul Bala Kayal therein referred to as Vendor and one Ayanna Projects Pvt. Ltd. and Ayanna Properties Pvt. Ltd. therein jointly referred to as the Purchasers and registered at the Office of the District Sub-Registrar-IV, South 24-Parganas in Book No.1, CD Volume No.58, Pages 1086 to 1101, Being No.9736 for the year 2014, 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 Second Plot of Land.**

K. By another Deed of Conveyance dated the 21<sup>st</sup> day of January, 2015 made between the said Anjan Basu therein referred to as the Vendor and the said Ekaraj Properties Private Limited, Ekaraj Real Estate Private Limited, Eeshvi Tower Private Limited and Wishful Build-con Private Limited therein jointly referred to as the Purchasers and the said Lakhmi Kanta Kayal, Parul Mondal nee Kayal, Debi Mondal nee Kayal, Rina Naskar nee Kayal, Bharati Sardar nee Mondal, Bikash Mondal, Piyangbada Mondal, Ruhitayy Mondal therein jointly referred to as the Confirming Parties of the Third Part and registered at the Office of the District Sub-Registrar-IV, South 24-Parganas in Book No.1, CD Volume No.3, Pages 3898 to 3915, Being No.509 for the year 2015, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and 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 37 decimals be the same a little more or less which he acquired by way of purchase vide Deed No.232 of 2012,

L. By another Indenture of Conveyance dated the 1<sup>st</sup> day of September, 2015 made between the said Ayanna Properties Pvt. Ltd. therein referred to as Vendor of the One Part and one Eclair 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-Parganas, in Book No.1, Volume No.1604-2015, Pages 74301 to 74321, Being No.160406898 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 6 Decimals out of the **said Second Plot of Land** purchased by the said Ayanna Properties Pvt. Ltd. and another vide Deed No.9736 for the year 2014.

M. Thus the Owners jointly became entitled to All that the piece and parcel of land containing an area of 60 decimals be the same a little more or less (hereinafter referred to as the **said Land**) and the Owners have recorded their respective names in respect thereto in the office of the Block Land and Land Reforms Officer, Bishnupur-I, South 24-Parganas and duly obtained their respective Land Reforms Khatian Numbers.

#### 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.32 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.32, 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.32, 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.

**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 the said Smt. Parulbala Kayal, Jousmina Khatun and Anjan Basu in the aforesaid Courts touching the **said Land**.

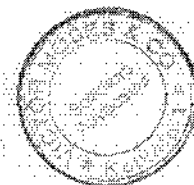
**c] Land Acquisition Collector, South 24-Parganas:**

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 Agri Products Private Limited (8 decimals), L.R. Khatian No.2964, Éclair Infracon Private Limited (1 decimal), L.R. Khatian No.4256, Etaka Real Estate Private Limited (1 decimal), L.R. Khatian No.4255, Ekaraj Buildcon Private Limited (1 decimal) L.R. Khatian No.4257, Ayannya Projects Private Limited (7.5 decimals) L.R. Khatian No.4125, Ayannya Properties Private Limited (1.5 decimals) L.R. Khatian No.4126, Ekaraj Properties Private Limited (9 decimals) L.R. Khatian No.4136, Ekaraj Real Estate Private Limited (10 decimals) L.R. Khatian No.4140, Eeshvi Tower Private Limited (9 decimals) L.R. Khatian No.4139, Wishful Buildcon Private Limited (9 decimals) L.R. Khatian No.4138, Ekdant Infracon Private Limited (1 decimal) L.R. Khatian No.4254, Wriddhi Developers Private Limited (1 decimal) L.R. Khatian No.4258, Ikka Infra Projects Private Limited (1 decimal) L.R. Khatian No.4253 and the **said land** 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** 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** appears to be marketable and the Owners have marketable title to the same.

Dated this <sup>28<sup>th</sup></sup> day of March, 2016.

For VICTOR MOSES & CO.,  
SOLICITORS & ADVOCATES

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

