



# VICTOR MOSES & CO.

SOLICITORS, ADVOCATES,  
PATENT & TRADEMARK ATTORNEYS.

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## REPORT ON TITLE

**OWNER:** **ABDUL MANNAN SARDAR,**  
son of the Late Abdul Motaleb Sardar alias  
Motaleb Sardar,  
residing Majher Para, Ward 25, Sonarpur,  
South 24 Parganas.

### 1. DESCRIPTION OF THE LAND :

**ALL THAT** the piece and parcel of land containing an area of 8 Sataks be the same a little more or less situate lying at Mouza Kumrakhali J.L. No.48 Revenue Survey No.131 Touji 255 comprised in R.S. Dag No.671 appertaining to R.S. Khatian No.1172 corresponding to L.R. Dag No.704 appertaining to L.R. Khatian No.1491 Police Station Sonarpur in the District of South 24-Parganas and butted and bounded in the manner following :-

**ON THE NORTH** : By R.S. Dag No.672;  
**ON THE EAST** : By R.S. Dag No.674;  
**ON THE SOUTH** : By R.S. Dag No.670 and  
**ON THE WEST** : By R.S. Dag No.667.

### 2. DOCUMENTS PERUSED :

Photo-copies of the following :-

A. Bengali Kobala (Deed of Sale) dated the 14<sup>th</sup> day of May, 1960 made between one Haran Chandra Ruidas therein referred to as the Vendor of the One Part and one Ishaque Ali Haldar therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Baruipur in Book No.I Volume No.46 Pages 241 to 243 Being No.4638 for the year 1960.

B. Bengali Kobala (Deed of Sale) dated the 27<sup>th</sup> day of March, 1961 made between one Ishaque Ali Haldar therein referred to as the Vendor of the One Part and one Abdul Hamid Sardar and Salamat Ali Laskar therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar, Baruipur in Book No.I Volume No.39 Pages 61 to 62 Being No.2305 for the year 1961.

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C. Bengali Kobala (Deed of Sale) dated the 26<sup>th</sup> day of December, 1962 made between one Salamat Ali Laskar therein referred to as the Vendor of the One Part and the said Abdul Hamid Sardar therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Baruipur in Book No.I Volume No.126 Pages 173 to 175 Being No.10830 for the year 1962.

D. General Diary No.925 dated the 10<sup>th</sup> day of January, 2011.

E. Land Reforms Dag Informations in respect of land situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 comprised in L.R. Dag No.704 appurtenant to L.R. Khatian No.1491 Police Station Sonarpur in the District South 24-Parganas.

### 3. THE SEARCHES MADE:

- a) At the office of
  - i) Additional Registrar of Assurances, Kolkata
  - ii) District Registrar Alipore and
  - iii) Additional District Sub-Registrar, Sonarpur
 -for the period between 1979 and 2009.
- b] In the Court of Civil Judge (Sr. Div.) at Baruipur and In the Court of Civil Judge (Jr. Div.), 2<sup>nd</sup> Court at Baruipur.
- c] At the office of the Land Acquisition Collector, Alipore.
- d) Kolkata Metropolitan Development Authority (KMDA).
- e] P.W. (Roads) Directorate, Highway Service Division No.3, Government of West Bengal, Establishment Branch, South 24Parganas, Alipore.

### 4. SCOPE LIMITATION :

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

We have assumed that the documents provided to us :

- a) bear the genuine signatures, dates, stamps, seals and other markings;





b) in connection with any particular issue are the only documents available with the Owners relating to such issue;

c) have not been superseded by any other document not made available to us for whatever reason;

d) are 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.

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 have 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.

#### **5. DEVOLUTION OF TITLE :**

A. One Haran Chandra Ruidas was absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 8 Sataks be the same a little more or less situate lying at Mouza Kumrakhali, J.L. No.48, Revenue Survey No.131 Touji 255 comprised in R.S. Dag No.671 appurtaining to R.S. Khatian No.1172 Police Station – Sonarpur in the then District of 24-Parganas (hereinafter referred to as **the said land**).





B. By a Bengali Kobala (Deed of Sale) dated the 14<sup>th</sup> day of May, 1960 made between the said Haran Chandra Ruidas therein referred to as the Vendor of the One Part and one Ishaque Ali Haldar therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Baruipur in Book No.I Volume No.46 Pages 241 to 243 Being No.4638 for the year 1960, the Vendor therein for the consideration therein mentioned granted, conveyed, transferred, assigned and assured unto and in favour of the Purchaser therein All That the said land more fully and particularly described in the Schedule therein written, freely and absolutely.

C. By another Bengali Kobala (Deed of Sale) dated the 27<sup>th</sup> day of March, 1961 made between the said Ishaque Ali Haldar therein referred to as the Vendor of the One Part and one Abdul Hamid Sardar and Salamat Ali Laskar therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar, Baruipur in Book No.I Volume No.39 Pages 61 to 62 Being No.2305 for the year 1961, the Vendor therein for the consideration therein mentioned granted, conveyed, transferred, assigned and assured unto and in favour of the Purchasers therein All That the said land more fully and particularly described in the Schedule therein written, freely and absolutely.

D. By another Bengali Kobala (Deed of Sale) dated the 26<sup>th</sup> day of December, 1962 made between the said Salamat Ali Laskar therein referred to as the Vendor of the One Part and the said Abdul Hamid Sardar therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Baruipur in Book No.I Volume No.126 Pages 173 to 175 Being No.10830 for the year 1962, the Vendor therein for the consideration therein mentioned granted, conveyed, transferred, assigned and assured unto and in favour of the Purchaser therein amongst others All That undivided  $\frac{1}{2}$  part or share in the said land more fully and particularly described in the Schedule therein written, freely and absolutely.

E. By another Bengali Kobala (Deed of Sale) made between the said Abdul Hamid Sardar therein referred to as the Vendor of the One Part and one Abdul Manan Sardar, namely the Owner herein therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Baruipur in Book No.I Volume No.14 Pages 181 to 184 Being No.1567 for the year 1965, the Vendor therein for the consideration therein mentioned granted, conveyed, transferred, assigned and assured unto and in favour of the Purchaser therein amongst others All That the said land more fully and particularly described in the Schedule therein written, freely and absolutely.





F. Thus the Owners herein is seized and possessed of or otherwise well and sufficiently entitled to All That the said land containing an area of 8 Sataks be the same a little more or less situate lying at Mouza Kumrakhali J.L. No.48 Revenue Survey No.131 Touji 255 comprised in R.S. Dag No.671 appurtaining to R.S. Khatian No.1172 corresponding to L.R. Dag No.704 appurtaining to L.R. Khatian No.1491 Police Station Sonarpur in the District of South 24-Parganas, free from all encumbrances, charges, liens, lispensens, attachments, acquisitions, requisitions and trusts whatsoever nature.

**6. RESULT OF THE SEARCHES :**

From the searches made as aforesaid:

a] It appears that excepting as aforesaid no transaction was found in respect of the said land in any of the aforesaid registration offices during the period for which searches were made.

However, it transpires that some pages of the Volumes as available in the office of the Additional District Sub-Registrar Sonarpur for the years 1979 to 1982, 1984 to 2002 are found to be partly torn; some pages of the Volumes as available in the Office of District Registrar Alipore for the years 1979 to 1987, 1991, 1992, 1996, 1998, & 2000 to 2002 are found to be partly torn; some pages of the Volumes as available in the office of the Registrar Assurances Kolkata for the years 1980, 1984 and 1997 are found to be damaged and some pages of the Volumes for the year 1994 and 1995 are partly torn and the volume for the year 1999 is found torn.

So searches for the aforementioned years could not be properly carried out.

b] It also appears that no money suit, title suit, money execution case, title execution case has been filed in the aforesaid Courts touching the said land.

c] It further appears from the searches made at the Office of The Land Acquisition Collector, Alipore that the said land has not been vested in the State of West Bengal or acquisitioned by the said Land Acquisition Collector, South 24Parganas at Alipore.

d] It transpires that the said land has not been acquired by KMDA for the purpose of any project.





e] It also transpires from the searches made at the Office of the P.W. (Roads) Directorate, Highway Service Division No.3, Government of West Bengal, Establishment Branch, South 24Parganas, Alipore that the said land has not been acquired by the P.W. (Roads) Directorate for the purpose of any project.

f) It reveals from the Dag Information supplied to us by the client from the Office of the Block Land and Land Reforms Officer, Sonarpur, District South 24Parganas that the said land situate lying at Mouja Kumrakhali J.L. No.48 comprised in L.R. Dag No.704 appurtaining to L.R. Khatian No.1491 is classified as "Danga".

g) It also reveals from the General Diary No.925 dated the 10<sup>th</sup> day of January, 2011 that the original title deed namely the aforesaid Bengali Kobala (Deed of Sale) made between the said Abdul Hamid Sardar therein referred to as the Vendor of the One Part and the said Abdul Manan Sardar therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Baruipur in Book No.I Volume No.14 Pages 181 to 184 Being No.1567 for the year 1965, has been lost.

h) We caused advertisements published in two newspapers. No objection was received on the title to the said land.

## 7. CERTIFICATION :

On perusal of the aforesaid documents and based on the aforesaid searches, we are of the opinion and we certify that the said land in question appears to be marketable and the Owner abovenamed has title thereto as aforesaid, subject to indemnifying the intending purchasers in respect of the said lost Bengali Kobala (Deed of Sale) made between the said Abdul Hamid Sardar therein referred to as the Vendor of the One Part and the said Abdul Manan Sardar therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Baruipur in Book No.I Volume No.14 Pages 181 to 184 Being No.1567 for the year 1965.

Dated this the <sup>25<sup>th</sup></sup> day of April, 2011.

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

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

