



VICTOR MOSES & CO.

SOLICITORS, ADVOCATES,
PATENT & TRADEMARK ATTORNEYS.

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

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

REPORT ON TITLE

OWNERS :

(1) NAZBUL SARDAR,

son of Karam Ali Sardar,
being minor represented by his natural
guardian and father Karam Ali Sardar.

(2) HASIBUR SARDAR,

son of Ansar Ali Sardar,
being minor represented by his natural
guardian and father Ansar Ali Sardar,
-both residing at Majerpara Ward No.25,
Police Station Sonarpur, District South 24-
Parganas.

1. DESCRIPTION OF THE LAND :

ALL THAT the piece and parcel of land containing an area of 5 Sataks be the same a little more or less situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Touji No.260 Police Station Sonarpur in the District of South 24-Parganas comprised in :

R.S. Dag Nos.	R.S. Khatian Nos.	Classifications	Area
669	1032	Danga	2 Sataks
670	-do	-do-	3 Sataks
		TOTAL :	5 Sataks

and butted and bounded in the manner as follows :-

ON THE NORTH : By R.S. Dag No. 671;

ON THE EAST : By R.S. Dag No. 469;

ON THE SOUTH : By R.S. Dag No. 471 and

ON THE WEST : By R.S. Dag Nos. 668 and 667.

2. DOCUMENTS PERUSED :

Photo-copies of the following :-

A] Bengali Kobala (Deed of Sale) dated the 29th day of April 2009 made between the said Farida Khatoon Bibi therein referred to as the Vendor of the One Part and one Shaid Ali Sardar and others therein jointly referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar Sonarpur in Book No.I CD Volume No.13 Pages 4726 to 4736 Being No.04566 for the year 2009.

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

E-mail : vmoses@vsnl.com

Delhi Office : C - 129, East of Kailash, New Delhi - 110 065



B. Indenture of Conveyance dated the 17th day of June, 2010 made between the said Shaid Ali Sardar therein referred to as the Vendor of the One Part and one Endorse Real Estate Private Limited and another therein jointly referred to as the Purchasers of the Other Part and registered with the District Sub-Registrar-IV, Alipore in Book No.I CD Volume No.17 Pages 213 to 224 Being No.04751 for the year 2010.

C. Agreement dated the 18th day of June, 2010 made between the Owners herein (being minors represented by their respective natural guardian and father) therein jointly referred to as the Vendors of the One Part and the said Endorse Real Estate Private Limited and another therein jointly referred to as the Purchasers of the Other Part and registered with the District Sub Registrar IV, Alipore in Book No. I CD Volume No.17 Pages 938 to 951 Being No.04791 for the year 2010.

D. Certified copies of Orders both dated the 14th day of March, 2011 passed by the Learned District Judge, South 24 Parganas at Alipore in the Misc. Case No.780 of 2010 (Petitioner: Karam Ali Sardar) and Misc. Case No.781 of 2010 (Petitioner : Ansar Ali Sardar).

E. Certified copies of Orders both dated the 31st day of March, 2011 passed by the Learned District Judge, South 24 Parganas at Alipore in the Misc. Case No.780 of 2010 (Petitioner: Karam Ali Sardar) and Misc. Case No.781 of 2010 (Petitioner : Ansar Ali Sardar).

F. Draft copy of Indenture of Conveyance made between the Owners herein (being minors represented by their respective natural guardian and father) therein jointly referred to as the Vendors of the One Part and the said Endorse Real Estate Private Limited and another therein jointly referred to as the Purchasers.

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.), 2nd 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 Abdul Hamid Sardar was lawfully seized and possessed of or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 7 Sataks be the same a little more or less situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Touji No.260 Police Station Sonarpur in the then District of 24-Parganas comprised in :

R.S. Dag Nos.	R.S. Khatian Nos.	Area
669	1032	3 Sataks
670	-do	4 Sataks
	TOTAL :	7 Sataks

(hereinafter collectively referred to as the **said entire land**).

B. By a Bengali Kobala (Deed of Sale) dated the 7th day of October 1964 made between the said Abdul Hamid Sardar therein referred to as the Vendor of the One Part and one Farida Khatoon Bibi therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Baruipur in Book No.I Volume No.123 Pages 25 to 32 Being No.9187 for the year 1964, the Vendor therein for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the Purchaser therein All That the said entire land more fully and particularly described in the Schedule thereunder written, absolutely and forever.

C. By another Bengali Kobala (Deed of Sale) dated the 29th day of April 2009 made between the said Farida Khatoon Bibi therein referred to as the Vendor of the One Part and one Shaid Ali Sardar and the Owners herein therein jointly referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar Sonarpur in Book No.I CD Volume No.13 Pages 4726 to 4736 Being No.04566 for the year 2009, the Vendor therein for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the Purchasers therein All That the said entire land more fully and particularly described in the Schedule thereunder written, absolutely and forever.

D. By an Indenture of Conveyance dated the 17th day of June, 2010 made between the said Shaid Ali Sardar therein referred to as the Vendor of the One Part and one Endorse Real Estate Private Limited and another therein jointly referred to as the Purchasers of the Other Part and registered with the District Sub-Registrar-IV, Alipore in Book No.I CD Volume No.17 Pages 213 to 224 Being No.04751 for the year 2010, the Vendor therein for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the Purchasers therein All That the undivided 1/3rd part or share the said entire land containing an area of 2 Sataks be the same a little more or less more fully and particularly described in the Schedule thereunder written freely and absolutely.



E. Thus the Owners became seized and possessed of or otherwise well and sufficiently entitled to All That the undivided 2/3rd part or share the said entire land containing an area of 5 Sataks be the same a little more or less situate lying at Mouja Kumrakhali J.L. No.48 Revenue Survey No.131 Touji No.260 Police Station Sonarpur in the District of South 24-Parganas comprised in :

R.S. Dag Nos.	R.S. Khatian Nos.	Area
669	1032	2 Sataks
670	-do	3 Sataks
	TOTAL :	5 Sataks

more fully and particularly described in the **Schedule** hereunder written (hereinafter for the sake of brevity referred to as **the said land**) free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions and trusts whatsoever nature.

F. By an Agreement dated the 18th day of June, 2010 made between the Owners herein (being minors represented by their respective natural guardian and father) therein jointly referred to as the Vendors of the One Part and the said Endorse Real Estate Private Limited and another therein jointly referred to as the Purchasers of the Other Part and registered with the District Sub Registrar IV, Alipore in Book No. I CD Volume No.17 Pages 938 to 951 Being No.04791 for the year 2010, the Vendors had agreed to sell and the Purchaser has agreed to purchase All That the said land containing an area of 5 Sataks be the same a little more or less free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature for the consideration and the terms and conditions therein contained.

G. By an Order dated the 14th day of March, 2011 passed in the Misc. Case No.780 of 2010 (Petitioner: Karam Ali Sardar) the Learned District Judge, South 24 Parganas at Alipore granted permission for sale of the minor's, namely Owner No.1's, undivided 1/3rd part or share in the said land to the said Endorse Real Estate Private Limited and another at and for a total consideration of Rs.4,50,000/- (Rupees Four Lacs Fifty Thousand only) subject to the compliance of the pre-conditions of deposit of the equivalent amount in the name of the minor, namely Owner No.1 herein, in a Term Deposit Scheme with any of the Nationalised Banks and filing of such Term Deposit Receipt before the Learned Court, which will keep the same in it's custody till the minor attains majority.

H. By another Order dated the 14th day of March, 2011 passed by the Learned District Judge, South 24Parganas at Alipore in the Misc. Case No.781 of 2010 (Petitioner : Ansar Ali Sardar) granted permission for sale of the minor's, namely Owner No.2's, undivided 1/3rd part or share in the said land to the said Endorse Real Estate Private Limited and another at and for a total consideration of Rs.4,50,000/- (Rupees Four Lacs Fifty Thousand only) subject to the compliance of the pre-conditions of deposit of the equivalent amount in the name of the minor, namely Owner No.2 herein, in a Term Deposit Scheme with any of the Nationalised Banks and filing of such Term Deposit Receipt



before the Learned Court, which will keep the same in it's custody till the minor attains majority.

I. By another Order dated the 31st day of March, 2011 passed in the Misc. Case No.780 of 2010 (Petitioner: Karam Ali Sardar) the Learned District Judge, South 24 Parganas at Alipore on filing of such Term Deposit Receipt being No.97544050010400/1 dated the 21st March, 2011 of Syndicate Bank, Narendrapur Branch, approved the draft copy of the Indenture of Conveyance.

J. By another Order dated the 31st day of March, 2011 passed in the Misc. Case No.781 of 2010 (Petitioner: Ansar Ali Sardar) the Learned District Judge, South 24 Parganas at Alipore on filing of such Term Deposit Receipt being No.97544050010413/1 dated the 21st March, 2011 of Syndicate Bank, Narendrapur Branch, approved the draft copy of the Indenture of Conveyance.

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) We caused advertisements to be 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 Owners abovenamed have title thereto, as aforesaid.

Dated this the 25th day of April, 2011.

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


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



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