



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

Re: Premises No.4, Naktala Road,
Police Station-Patuli (formerly
Jadavpur), Kolkata-700 047.

1] Owners:

- (1) NARENDRA SHAH
- (2) RAJENDRA SANTILAL SHAH
- (3) BEPINCHANDRA SANTILAL SHAH
- (4) SMT. SULOCHANA ANIL HIRANI
- (5) KETAN SHAH
- (6) SMT. JYOTSNA SHAH
- (7) SMT. SUNITA PRATAP

2] Description:

ALL THAT the piece and parcel of land containing an area of 29 cottahs 10 chittacks and 17 sq.ft. be the same a little more or less together with the several brick built structures having total area of 4000 sq.ft. be the same a little more or less standing thereon situate lying at and being part of Premises No.4, Naktala Road, Police Station-Patuli (formerly Jadavpur), Kolkata-700 047, District Sub-Registrar Alipore, Ward No.100, within the limits of the Kolkata Municipal Corporation and shown and delineated in the map or plan annexed hereto and bordered in colour **RED** thereon butted and bounded as follows:

- ON THE NORTH** : Partly by Premises No.4A/5, 4A/4 and 4A/3, Naktala Road;
- ON THE EAST** : Partly by KMC Road and partly by Premises No.123/M/7 and partly by Premises No.123/M/7A, Naktala Road;
- ON THE WEST** : Partly by Premises No.4A/7 & 4A/6, Naktala Road and partly by adjoining land;
- ON THE SOUTH** : By KMC Road;



3] Copies of Documents perused:

1) Indenture of Conveyance dated the 28th day of April, 1934 made between the said Robert Dalglish therein referred to as the Vendor of the One Part and one Shantilal Monilal therein referred to as the Purchaser of the other part and registered at the office of the District Sub-Registrar Alipore in Book No.I, Volume No.62, Pages 24 to 31, Being No.1641 for the year 1934.

2) Bengali Kobala dated the 2nd day of December 1941 made between the said Janab Ali Mondal, Arjaan Bibi and Chakina Bibi therein jointly referred to as the Vendors of the One Part and the said Akbar Hossain Molla and Osman Hossain Molla therein jointly referred to as the Purchasers of the Other Part and registered at the office of the Sub-Registrar Alipore in Book No.I, Volume No.109, Pages 129 to 131 Being No.4242 for the year 1941.

3) Bengali Kobala dated the 17th day of March 1952 made between the said Mussammat Ranujaan Bibi, Abdul Gafur Molla, Mono Bibi, Abdul Jumman Molla, Sarbanu Bibi, Abdul Samad Molla, Abdul Sovan Molla, Arisan Bibi and Barisan Bibi the last named three being then minors and represented by their mother and natural guardian, Sarbanu Bibi therein jointly referred to as the Vendors of the One Part and the said Santilal Monilal therein referred to as the Purchaser of the Other Part and registered at the office of the Sadar Joint Sub-Registrar at Alipore in Book No.I, Volume No.38, Pages 45 to 57, Being No.1737 for the year 1952.

4] Scope Of Limitation:

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

We have assumed that the copies of 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 has been made by us.

We have taken due care for preparation of this report, however, we 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 Owner 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) Searches made:

- a) Index-II at the offices of i] Registrar of Assurances, Kolkata, ii] District Registrar, Alipore and iii] Sub-Registrar, Alipore from 1982 to 2012.
- b) Index-I at the offices of i] Registrar of Assurances, Kolkata, ii] District Registrar, Alipore and iii] Sub-Registrar, Alipore in the names of (1) NARENDRA SHAH; (2) RAJENDRA SANTILAL SHAH; (3) BEPINCANDRA SANTILAL SHAH; (4) SMT. SULOCHANA ANIL HIRANI; (5) KETAN SHAH; (6) SMT. JYOTSNA SHAH, (7) SMT. SUNITA PRATAP.
- c) In the Courts of Learned 8th Civil Judge [Senior Division] at Alipore and Learned 3rd Civil Judge [Junior Division] at Alipore in the names of (i) NARENDRA SHAH and SMT. SULOCHANA ANIL HIRANI, from 2001 to 2012.

- d) At the office of the Land Acquisition Collector, Kolkata;



- e) At the office of the Kolkata Municipal Corporation;
- f) At the office of the Kolkata Metropolitan Development Authority;
- g) At the office of the Kolkata Improvement Trust;
- h) At the office of the Thika Controller, Kolkata;
- i) At the office of the Urban Land (Ceiling and Regulation) Act, 1976

6) Devolution of title:

A) One Robert Dalglish was absolutely seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 4.96 acres be the same a little more or less situate lying at Mouza Naktala, J.L. No.32, Touzi No.56 in the District of the then 24 Parganas comprised in-

C.S. Dag No.	C.S. Khatian No.	Area
121	71 & 72	.33 Acres
122	59 & 61	.33 Acres
174	57 & 68	.92 Acres
122/508	79 & 80	1.19 Acres
178	79 & 80	.18 Acres
175	79 & 80	.39 Acres
176	151	.78 Acres
177	151	.15 Acres
179	190 & 190/1	.66 Acres
115	169	.03 Acres
	Total:	4.96 Acres

(hereinafter referred to as the said 1st plot of land).

B) One Sher Ali Mondal was absolutely seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 3 sataks be the same a little more or less situate lying at Mouza Naktala, J.L. No.32, Touzi No.56, C.S. Khatian No.170, C.S. Dag No.115 in the District of the then 24 Parganas (hereinafter referred to as the said 2nd plot of land).

C) One Janab Ali Mondal, Arjaan Bibi and Chakina Bibi were jointly and absolutely seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 6 sataks be the same a little more or less situate lying at Mouza



Naktala J.L. No.32, Touzi No.56, C.S. Khatian No.170, C.S. Dag No.115 in the District of the then 24 Parganas (hereinafter referred to as the said 3rd plot of land).

D) One Abdul Hakim Molla, Abdul Chattar Molla and Sabjan Bibi were jointly and absolutely seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 2 cottahs 4 chittacks and 15 sq.ft. equivalent to 4 sataks be the same a little more or less situate lying at Mouza Naktala J.L. No.32, Touzi No.56, C.S. Khatian No.49, C.S. Dag No.116/499 in the District of the then 24 Parganas (hereinafter referred to as the said 4th plot of land).

E) One Taher Ali Mondal and Kefat Ali Mondal were jointly and absolutely seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 2 cottahs 4 chittacks and 15 sq.ft. equivalent to 4 sataks be the same a little more or less situate lying at Mouza Naktala J.L. No.32, Touzi No.56, C.S. Khatian No.49, C.S. Dag No.116/499 in the District of the then 24 Parganas (hereinafter referred to as the said 5th plot of land).

F) The said Sher Ali Mondal died intestate leaving him surviving his widow namely Rahimunnessa Bibi his three sons namely Monajat Mondal, Amanat Mondal and Ekdat Mondal and only daughter Saidunnessa Bibi as his only heiresses heirs and legal representatives who upon his death jointly inherited the said 2nd plot of land.

G) By a Bengali Kobala dated the 10th day of February 1933 made between the said Abdul Hakim Molla, Abdul Chattar Molla and Sabjan Bibi therein jointly referred to as the Vendors of the one part and One Akbar Hossain Molla and Osman Hossain Molla therein jointly referred to as the Purchasers of the Other Part and registered at the office of the Sub-Registrar Alipore in Book No.I, Volume No.26, Pages 44 to 49, Being No.502 for the year 1933 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 said 4th plot of land

H) By an Indenture of Conveyance dated the 28th day of April, 1934 made between the said Robert Dalglish therein referred to as the Vendor of the One Part and one Shantilal Monilal therein referred to as the Purchaser of the other part and registered at the office of the District Sub-Registrar Alipore in Book No.I, Volume No.62, Pages 24 to 31, Being No.1641 for the year 1934 the said vendor therein for the consideration mentioned therein granted, transferred, conveyed, assigned and assured



b] Courts:

From the searches made in the suit register of the above mentioned courts against the abovementioned names during the abovementioned periods it transpires that no money suit, money execution case, title suit and title execution case has been filed in the abovementioned Courts during the aforementioned period.

c] Land Acquisition Collector, Kolkata:

From the searches made at the office of the Land Acquisition Collector, Kolkata, it transpires that presently, the property is not affected by any acquisition or requisition proceedings. We have already applied under the Right to Information Act, 2005 for the official information before the appropriate authority. However, we are yet to receive any response thereto.

d] Kolkata Municipal Corporation:

From the searches made at the office of the Kolkata Municipal Corporation, it transpires that presently, the property is not affected by any scheme of road alignment. However, the appropriate authority has not issued any certificate to this extent.

It further transpires that there is no outstanding municipal tax payable to the Kolkata Municipal Corporation in respect of the above property.

e] Kolkata Metropolitan Development Authority:

From the searches made at the office of the Kolkata Metropolitan Development Authority it transpires that the property presently is not affected by any scheme or project. We have already applied under the Right to Information Act, 2005 for the official information before the appropriate authority. However, we are yet to receive any response thereto.

f] Kolkata Improvement Trust:

From the searches made at the office of the Kolkata Improvement Trust, it transpires that presently, the property is not affected by any scheme of road alignment. We have already applied under the Right to Information Act, 2005 for the official information before the appropriate authority. However, we are yet to receive any response thereto.



BB. Thus the said Narendra Shah, Rajendra Shah, Bepin Shah, Ketan Shah, Smt. Jyotsna Shah, Smt. Sunita Pratap and Smt. Sulochana Anil Hirani became jointly seized and possessed of and/or otherwise well and sufficiently entitled to the said premises in their respective shares.

7) Result of searches:

a) Registration Offices:

i) From the Index-I searches made in the names of Smt. Sulochana Hirani at the office of the Registrar of Assurances, Kolkata it transpires that the pages for the years 1984 and 1987 are partly torn;

ii) from the Index-I searches made in the name of Sri Bipin Shah at the office of the District Registrar, Alipore it transpires that the pages for the year 1984 are partly torn;

iii) from the Index-I searches made in the name of Jaswant Shantilal Shah at the office of the District Registrar, Alipore it transpires that the pages for the years 1984, 1985 and 1991 are partly torn;

Hence, the searches in respect of these years at the concerned offices had to be based on the records available. However, no adverse entry was found against the aforementioned names in respect of the above property from the searches made at those offices.

i) From the Index-II searches made in respect of premises No.4, Naktala Road, at the office of the Registrar of Assurances, Kolkata it transpires that the pages for the years 1992 and 2001 are party torn;

ii) From the Index-II searches made at the office of the District Registrar, Alipore it transpires that the volumes for the years 1982 to 1987 are damaged; pages for the years 2000 and 2001 are torn;

iii) From the Index-II searches made at the office of Sub-Registrar, Alipore it transpires that the pages for the years 1996 and 1997 are torn and/or partly torn; the Volumes for the years 1982 to 1992 are damaged;

Hence, the searches in respect of these years at the concerned offices had to be based on the records available. However, no adverse entry was found in respect of the above property from the searches made at those offices.



X) Thus the said "Shantilal Manilal HUF" remained the owner of All that the piece and parcel of land containing an area of 2820.58 sq.mtrs equivalent to 42.16 cottahs be the same a little more or less together with several brick built structures in the said entire premises (hereinafter referred to as the said premises).

Y) The said Shantilal Manilal who during his lifetime was a Hindu governed by the Mitakshara School of Hindu Law died intestate on 2nd day of April 1979 leaving him surviving his four sons namely Narendra Shah, Rajendra Shantilal Shah, Jaswant Shantilal Shah and Bipinchandra Shantilal Shah and a married daughter namely Smt Sulochona Anil Hirani as his heirs, heiresses and legal representatives and upon his death the Narendra Shah his eldest son became the Karta of the said "Shantilal Manilal HUF" and the other three sons namely the said Rajendra Shah, Jaswant Shah and Bipinchandra Shah remained the co-perceners.

Z) The said Jaswant Shantilal Shah who during his lifetime was a Hindu governed by the Mitakshara School of Hindu Law died intestate on 1st day of March 2006 leaving him surviving his widow Smt Jyotsna Shah, his son Ketan Shah and his married daughter Smt Sunita Pratap as his heiresses, heir and legal representatives who upon his death jointly inherited his undivided part or share in the said premises.

AA) The parties herein as members of the Hindu Undivided Family being the said "Shantilal Manilal HUF" dissolved the said HUF and made a complete partition, division and family settlement of the assets and properties thereof on 31st day of March, 2012 and the said Narendra Shah, Rajendra Shah, Bepin Shah, Ketan Shah, Smt Jyotsna Shah, Smt Sunita Pratap and Smt Sulochona Anil Hirani jointly became entitled to the said premises in the following manner:-

Serial	Name	Share or Interest (%)
01.	Sri Narendra Shah	24%
02.	Sri Rajendra Shah	24%
03.	Sri Bipin Shah	24%
04.	Sri Ketan Shah	08%
05.	Smt. Jyotsna Shah	08%
06.	Smt. Sunita Pratap	08%
07.	Smt. Sulochana Anil Hirani	04%
Total :		100%



situate lying at Mouza Naktala J.L. No.32, R.S. No. 24, C.S. Dag Nos.115, 116/499, C.S. Khatian No.45 and 170 in the District of the then 24 Parganas.

S) Thus the said Shantilal Monilal became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 5.13 Acres be the same a little more or less situate lying at Mouza Naktala, J.L. No.32, Police Station - Regent Park, in the District of the then 24-Parganas comprised in-

C.S. Dag No.	C.S. Khatian No.	Area
121	71 & 72	.33 Acres
122	59 & 61	.33 Acres
174	57 & 68	.92 Acres
122/508	79 & 80	1.19 Acres
178	79 & 80	.18 Acres
175	79 & 80	.39 Acres
176	151	.78 Acres
177	151	.15 Acres
179	190 & 190/1	.66 Acres
115	169 & 170	.12 Acres
116/499	49	.08 Acres
	Total:	5.13 Acres

(hereinafter referred to as the said entire land).

T) Subsequently the said entire land was assessed and numbered as Premises No.4, Naktala Road, by the then Corporation of Calcutta (hereinafter referred to as the said entire premises).

U) The said Shantilal Manilal out of his own cost and expenses constructed and erected a brick built dwelling structure on a part of the said entire premises.

V) The said Shantilal Manilal constituted a Hindu Undivided Family in the name of "Shantilal Manilal HUF" represented by its Karta the said Shantilal Manilal and threw the said entire premises into the common stock of the said HUF.

W) The said Shantilal Manilal being the Karta of the said "Shantilal Manilal HUF" sold and transferred a part of the said entire premises by several Indentures of Conveyance to the intending purchasers.



assigned and assured unto and in favour of the Purchaser therein All that the said 2nd plot of land.

N) The said Akbar Hossain Molla died on 25th day of February, 1951 after making and publishing his last will and testament dated 11th day of February, 1951 whereby and whereunder he gave devised and bequeathed the entire 2nd plot of land his undivided $\frac{1}{2}$ part or share in the said 3rd plot of land unto and in favour of one Mussammat Ranujaan Bibi and his undivided $\frac{1}{2}$ part or share in respect of the said 4th and 5th plots of land unto and in favour of one Sudhir Chandra Kundu.

O) Probate in respect of the said last Will and Testament of the late Akbar Hossain Molla was granted in the year 1951 by the Competent Court of Law and according to the provisions of the said Will the said Mosammat Ranujaan Bibi became entitled to the said entire 2nd plot of land and the undivided $\frac{1}{2}$ part or share in the said 3rd plot of land and Sudhir Chandra Kundu became entitled to the said undivided $\frac{1}{2}$ part or share in the said 4th and 5th plots of land.

P) The said Abdul Gaffar Molla died intestate in the year 1952 leaving him surviving his widow Mano Bibi who upon his death inherited his undivided part or share in the said 3rd, 4th and 5th plots of land.

Q) By a Bengali Kobala dated the 14th day of September, 1951 made between the said Sudhir Chandra Kundu therein referred to as the Vendor of the One Part and one Abdul Gafur therein referred to as the Purchaser of the Other Part and registered at the office of the Sub-Registrar Behala in Book No.I, Volume No.26, Pages 257 to 261, Being No.1642 for the year 1951 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 undivided $\frac{1}{2}$ part or share in the said 4th and 5th plots of land.

R) By another Bengali Kobala dated the 17th day of March 1952 made between the said Mussammat Ranujaan Bibi, Abdul Gafur Molla, Mono Bibi, Abdul Jumman Molla, Sarbanu Bibi, Abdul Samad Molla, Abdul Sovan Molla, Arisan Bibi and Barisan Bibi the last named three being then minors and represented by their mother and natural guardian, Sarbanu Bibi therein jointly referred to as the Vendors of the One Part and the said Santilal Monilal therein referred to as the Purchaser of the Other Part and registered at the office of the Sadar Joint Sub-Registrar at Alipore in Book No.I, Volume No.38, Pages 45 to 57, Being No.1737 for the year 1952 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 17 ~~saaks~~ ^{saaks} be the same a little more or less



unto and in favour of the Purchaser therein All that the said First Plot of land.

I) The said Taher Ali Mondal died intestate leaving him surviving his widow Mossammat Kamini Bibi as his only heiress and legal representative who upon his death inherited his undivided part or share in the said 5th plot of land.

J) By another Bengali Kobala dated the 23rd day of April 1941 made between the said Kafet Ali Mondal and Mossammat Kamini Bibi therein jointly referred to as the Vendors of the One Part and the said Akbar Hossain Molla and Osman Hossain Molla therein jointly referred to as the Purchasers of the Other Part and registered at the office of the Sub-Registrar Alipore in Book No.I, Volume No.41, Pages 148 to 150, Being No.1418 for the year 1941 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 said 5th plot of land.

K) By another Bengali Kobala dated the 2nd day of December 1941 made between the said Janab Ali Mondal, Arjaan Bibi and Chakina Bibi therein jointly referred to as the Vendors of the One Part and the said Akbar Hossain Molla and Osman Hossain Molla therein jointly referred to as the Purchasers of the Other Part and registered at the office of the Sub-Registrar Alipore in Book No.I, Volume No.109, Pages 129 to 131 Being No.4242 for the year 1941 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 said 3rd plot of land.

L) The said Osman Hossain Molla died intestate in the year 1942 leaving him surviving his widow Sarbanu Bibi one major son namely Abdul Gaffar and three minor sons namely Abdul Jumman, Abdul Samad and Abdul Sovan and two minor daughters namely Arisan Bibi and Barisan Bibi as his only heiresses heirs and legal representatives who upon his death jointly inherited his undivided part or share in the said 3rd 4th and 5th plots of land in their respective proportionate shares.

M) By another Bengali Kobala dated the 4th day of August 1943 made between the said Rahimunnessa Bibi, Monajat Mondal, Amanat Mondal Ekdal Mondal and Saidunnessa Bibi therein jointly referred to as the Vendors of the one part and the said Akbar Hossain Molla therein referred to as the Purchaser of the Other Part and registered at the office of the Sub-Registrar Alipore in Book No.I, Volume No.60, Pages 234 to 237, Being No.2652 for the year 1943 the said Vendors jointly therein for the consideration mentioned therein granted transferred conveyed



g] Thika Controller, Kolkata:

From the searches made at the office of the Learned Controller, Kolkata Thika Tenancy it transpires that the property presently is not affected under the provisions of Calcutta Thika Tenancy Act, 1949 or Thika Tenancy Act 1981 or any amendment thereto. We have already applied under the Right to Information Act, 2005 for the official information before the appropriate authority. However, we are yet to receive any response thereto.

h] Urban Land Ceiling Department, Kolkata:

From the searches made at the office of the Competent Authority, Department of Urban Land Ceiling and the official intimation received by us in response to our application under the Right to Information Act, 2005 it transpires that there is no excess land in the above property under the Urban Land (Ceiling & Regulation) Act, 1976.

8) Conclusion:

Considering the abovementioned documents, papers and searches we are of the view that the title of the property in question appears to be marketable and the Owners jointly have marketable title to the same.

Dated this 16th day of September, 2012.

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




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