



# VICTOR MOSES & CO.

SOLICITORS, ADVOCATES,  
PATENT & TRADEMARK ATTORNEYS.

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## REPORT ON TITLE

**Re: Premises Nos. 7, Bakul Bagan Row, Police  
Station Bhawanipore, Kolkata-700 025.**

1] **Owner:**

**ASPIRATIONS APARTMENTS PRIVATE LIMITED** and  
**OVERFLOW PROPERTIES PRIVATE LIMITED** both of premises  
No. 2C, Mahendra Road, Kolkata-700 025.

2] **Description of the Property:**

**ALL THAT** the piece and parcel of land measuring 15 (fifteen) Cottahs, 1 (one) Chittack, 28 (twenty-eight) Sq. Ft. be the same a little more or less lying and situated at and being Municipal Premises No.7, Bakul Bagan Row, Police Station Bhawanipore, Kolkata-700 025, within the territorial limits of the Kolkata Municipal Corporation in its Ward No.72, District and Additional District Sub-Registration Office at Alipore, District South 24-Parganas, which is butted and bounded by :-

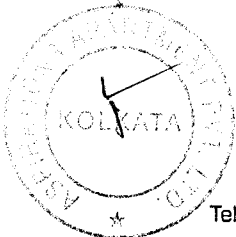
**ON THE NORTH** : By partly Premises No.2, 4C, 4D and 8,  
Binoy Bose Road;  
**ON THE SOUTH** : By K.M.C. Road ;  
**ON THE EAST** : By K.M.C. Road ;  
**ON THE WEST** : By Premises No.6, Bakul Bagan Row.

3] **Scope Limitation :**

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

We have assumed the genuineness of all signatures, the authenticity of all documents/information provided to us as original, and the conformity of the 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 clients;



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We have assumed that all signatures, dates, stamps, seals and other markings on all documents are authentic;

We have assumed that the documents provided to us are the only documents available with the clients relating to the said property;

We have assumed that all documents made available to us have not been superseded by any other document not made available to us for whatever reason;

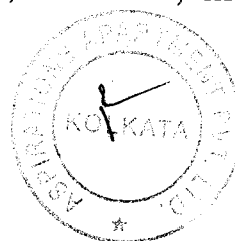
This Due Diligence Report is being prepared solely based on the photocopies of the documents provided by the clients. Valuation and physical verification of the said property are not part of our scope of work; we have not examined the value or conducted physical verification of the said property;

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 clients or otherwise;

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

This report is addressed to and is solely for the benefit of the Clients 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.

The legal due diligence has been restricted and kept limited to and is based entirely on the documents and information made available by the clients to us and did not encompass verification or cross checking of the same by visiting and meeting any government, regulatory or other authorities, agency, courts or the concerned party and seeking/seeing their records and obtaining their confirmation. Our finding perforce, therefore, must be viewed in this light and with this limitation.



This Report has been prepared at the request of the Clients, and is not meant for any other person and is not for public distribution. Neither we, nor any persons involved in the preparation of this Report give any warranties as to the contents nor accepts any contractual, tortuous or other form of liability for any consequences, loss or damage which may arise as a result of any person acting upon or using the statements, information or opinions in this report. This Report is confidential to the clients and is not to be the subject of communication or reproduction, wholly or in part, except with our prior written permission. Neither the whole nor any part of this Report nor any reference thereto may be included in any published document, circular or statement, nor published in any way, without our prior written approval or relied upon any third party.

4) **Copies of the Documents Perused:**

a) Indenture of Gift dated the 7<sup>th</sup> day of June, 1967 made between the said Sabita Ghosh, therein referred to as the Donor of the One Part and Salilendra Nath Mitra, alias Mitter, therein referred to as the Donee of the Other part and registered with the Sub-Registrar, Alipore at Behala in Book No. I, Volume No. 62, Pages 142 to 147, Being No. 3330 for the year 1967.

b) Indenture of Gift dated the 18<sup>th</sup> day of May, 1973 made between the said Amita Mitra, therein referred to as the Donor of the One Part and Samirendra Nath Mitter, therein referred to as the Donee of the Other part and registered with the District Sub-Registrar, Alipore in Book No. I, Volume No. 77, Pages 80 to 89, Being No. 2521 for the year 1973.

c) Indenture of Conveyance dated the 27<sup>th</sup> day of August, 1992 made between the Sabita Ghosh, therein referred to as the Vendor of the One Part and Samirendra Nath Mitra alias Mitter, therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances-1, Calcutta in Book No. I, Volume No. 326, Pages 371-386, Being No. 17961 for the year 1992.

d) Indenture of Conveyance dated the 20<sup>th</sup> day of January, 2012 made between the said Samirendra Nath Mitra, alias Mitter, Deepa Mitra, Namita Mitra and Amita Basu, therein jointly referred to as the Vendors of the First Part, the Vendors herein, therein



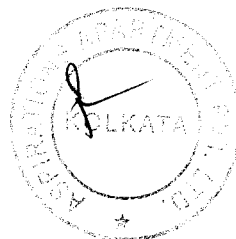
jointly referred to as the Purchasers of the Second Part, Sukhani Europhil Limited, therein referred to as the Confirming Party No. 1 of the Third Part and Muskan Highrise Private Limited, therein referred to as the Confirming Party No. 2 of the Fourth Part and registered with the Additional Registrar of Assurances-1, Kolkata in Book No. I, CD Volume No. 2, Pages 1970 to 2005, Being No. 00604 for the year 2012.

5) **Searches made:**

- a) At the office of the Registrar of Assurances, Kolkata during the period between 1982 till date.
- b) At the office of the District Registrar, Alipore, during the period between 1982 till date.
- c) At the office of the Addl. District Sub-Registrar, Alipur during the period between 1982 till date.
- d) At the office of the Land Acquisition Collector, Kolkata.
- e) At the office of the Kolkata Metropolitan Development Authority.
- f) At the office of the Kolkata Improvement Trust.
- g) The assessment records of Kolkata Municipal Corporation.
- h) The records relating to road alignment of the Kolkata Municipal Corporation.
- k) At the office of the Thika Controller, Kolkata.
- l) The records of the appropriate courts of South 24 Parganas at Alipur.

6) **Devolution of title:**

A) One Girindra Nath Mitter, who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law, was seised and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area



of 13 Cottahs, 9 Chittacks, 28 Sq. ft. be the same a little more or less whereupon or on the part whereof a three-storied brick-built dwelling house was constructed and erected situate lying at and being part of premises No. 7, Bakul Bagan First Lane, now known as Bakul Bagan Row, Police Station Bhowanipore, Kolkata-700 025 and, All That the piece and parcel of land containing an area of 1 Cottah, 8 Chittacks be the same a little more or less, whereupon or on the part whereof, a three-storied brick-built dwelling house was constructed and erected situate lying at and being part of premises No. 7, Bakul Bagan First Lane, now known as 8/1, Binoy Bose Road, Police Station Bhowanipore, Kolkata-700 025 (hereinafter collectively referred to as the 'said property') absolutely and forever.

B) The said Girindra Nath Mitter died intestate in or about August, 1947, leaving him surviving his only son Satyendra Nath Mitter, his wife having predeceased him.

C) The said Satyendra Nath Mitter, who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 18<sup>th</sup> day of January, 1961 leaving him surviving his widow Santilata Mitra alias Mitter, two sons- Samirendra Nath Mitter, Salilendra Nath Mitra alias Mitter and three daughters- Sabita Ghosh, Namita Mitra and Amita Mitra, as his heirs, heiresses and legal representatives, who upon his death, became jointly entitled to the said property absolutely and forever.

D) By an Indenture of Gift dated the 7<sup>th</sup> day of June, 1967 made between the said Sabita Ghosh, therein referred to as the Donor of the One Part and Salilendra Nath Mitra, alias Mitter, therein referred to as the Donee of the Other part and registered with the Sub-Registrar, Alipore at Behala in Book No. I, Volume No. 62, Pages 142 to 147, Being No. 3330 for the year 1967, the said Sabitra Ghosh in consideration of her natural love and affection towards the said Salilendra Nath Mitra, alias Mitter made a free and absolute gift in respect of her undivided 1/6<sup>th</sup> part or share in the said property absolutely and forever.

E) By another Indenture of Gift dated the 18<sup>th</sup> day of May, 1973 made between the said Amita Mitra, therein referred to as the Donor of the One Part and Samirendra Nath Mitter, therein referred to as the Donee of the Other part and registered with the District Sub-Registrar, Alipore in Book No. I, Volume No. 77, Pages



80 to 89, Being No. 2521 for the year 1973, the said Amita Mitra, in consideration of her natural love and affection towards the said Samirendra Nath Mitter made a free and absolute gift in respect of her undivided 1/6<sup>th</sup> part or share in the said property absolutely and forever.

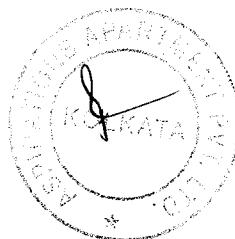
F) The said Amita Mitra was thereafter married to one Dwijen Basu and became known as Amita Basu.

G) The said Santilata Mitra alias Mitter who during her lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 21<sup>st</sup> day of April, 1983 leaving her surviving her two sons- Samirendra Nath Mitter, Salilendra Nath Mitra alias Mitter and three daughters- Sabita Ghosh, Namita Mitra and Amita Basu, as her heirs, heiresses and legal representatives, who upon her death, became jointly entitled to her undivided 1/6<sup>th</sup> part or share in the said property absolutely and forever.

H) By an Indenture of Conveyance dated the 27<sup>th</sup> day of August, 1992 made between the Sabita Ghosh, therein referred to as the Vendor of the One Part and Samirendra Nath Mitra alias Mitter, therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances-1, Calcutta in Book No. I, Volume No. 326, Pages 371-386, Being No. 17961 for the year 1992, the said Sabita Ghosh, for the consideration therein mentioned, granted, transferred, conveyed, assigned and assured unto and in favour of the said Samirendra Nath Mitra alias Mitter All That her undivided 1/30<sup>th</sup> part or share in the said property inherited by her from her mother as aforesaid absolutely and forever.

I) The said Salilendra Nath Mitra alias Mitter, who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 26<sup>th</sup> day of April, 2003, leaving him surviving his widow Deepa Mitra as his only heiress and legal representative, who upon his death became entitled to his undivided 11/30<sup>th</sup> part or share in the said property (1/6<sup>th</sup> from his father Satyendra Nath Mitra by virtue of inheritance, 1/6<sup>th</sup> from Sabita Ghosh by virtue of the Deed of Gift and 1/30<sup>th</sup> from her mother by inheritance) absolutely and forever.

J) Thus, the said property was owned by the following persons in the following ratio :



Samirendra Nath Mitra, alias Mitter	2/5 <sup>th</sup> share
Deepa Mitra	11/30 <sup>th</sup> share
Namita Mitra	1/5 <sup>th</sup> share
Amita Basu	1/30 <sup>th</sup> share

K) By an Agreement for Sale dated the 9<sup>th</sup> day of September, 2011 made between Samirendra Nath Mitra, alias Mitter of the One Part and Sukhani Europhil Limited of the Other Part, the said Samirendra Nath Mitra, alias Mitter for the consideration therein mentioned agreed to sell and transfer his undivided 2/5<sup>th</sup> part or share in the said property.

L) By a Letter of Assignment dated the 27<sup>th</sup> day of December, 2011 made between the said Sukhani Europhil Limited of the One Part and Muskan Highrise Private Limited of the Other Part, the said Agreement for Sale was assigned in favour of the said Muskan Highrise Private Limited.

M) Thereafter, the said Muskan Highrise Private Limited had nominated the present owners as their nominees to acquire the said property from the owners thereof.

N) By an Indenture of Conveyance dated the 20<sup>th</sup> day of January, 2012 made between the said Samirendra Nath Mitra, alias Mitter, Deepa Mitra, Namita Mitra and Amita Basu, therein jointly referred to as the Vendors of the First Part, the Vendors herein, therein jointly referred to as the Purchasers of the Second Part, Sukhani Europhil Limited, therein referred to as the Confirming Party No. 1 of the Third Part and Muskan Highrise Private Limited, therein referred to as the Confirming Party No. 2 of the Fourth Part and registered with the Additional Registrar of Assurances-1, Kolkata in Book No. I, CD Volume No. 2, Pages 1970 to 2005, Being No. 00604 for the year 2012, the said Samirendra Nath Mitra & Ors., for the consideration therein mentioned, granted transferred transferred conveyed, assigned and assured unto and in favour of the Vendors All That the said property absolutely and forever.

O) The present owners have since amalgamated the two premises in the records of the Kolkata Municipal Corporation and



the amalgamated premises has been renumbered as premises No. 7, Bakul Bagan Row, Kolkata- 700025.

7) **Result of searches:**

1. From the searches made at the office of Registrar of Assurances, Kolkata it transpires that the pages of Indexes for the years 1982 to 1984, 1987 to 1995, 1998 to 2001 are partly torn. Apart from the aforesaid findings, no adverse entry against the aforementioned premises was found in respect of the years for which searches were made.

2. From the searches made at the office of District Registrar, Alipore it transpires that the indexes for all the years are torn or damaged. Apart from the aforesaid findings, no adverse entry against the aforementioned premises was found in respect of the years for which searches were made.

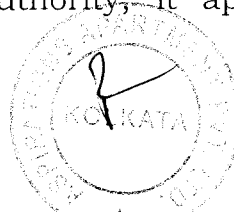
3. From the searches made at the office of Addl. District Sub-Registrar, Alipur it transpires that the indexes for the years 1982 to 1993, 1999 to 2002 are torn and/or damaged. Apart from the aforesaid findings, no adverse entry against the aforementioned premises was found for the years for which searches were made.

4. From the records of the Kolkata Municipal Corporation it appears that no tax is due in respect of the said property.

There is no road alignment of the Kolkata Municipal Corporation affecting the said property. We have applied for information from the Public Information Officer of the said authority under the Right to Information Act, 2003 but no information has yet been supplied.

5. From the searches made at the office of the Land Acquisition Collector, Kolkata, it appears that the said property is not affected by any acquisition or requisition. We have applied for information from the Public Information Officer of the said authority under the Right to Information Act, 2003 but no information has yet been supplied.

6. From the searches made at the office of the Kolkata Metropolitan Development Authority, it appears that the said





property is not affected by any scheme of development by the said authority. We have applied for information from the Public Information Officer of the said authority under the Right to Information Act, 2003 but no information has yet been supplied.

7. From the searches made at the office of the Kolkata Improvement Trust, it appears that the said property is not affected by any scheme of development by the said authority. We have applied for information from the Public Information Officer of the said authority under the Right to Information Act, 2003 but no information has yet been supplied.

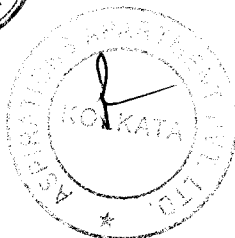
8. From the searches made at the office of the Thika Controller, Kolkata, it appears that no claim of thika tenancy has been made by anybody in respect of the said property. We have applied for information from the Public Information Officer of the said authority under the Right to Information Act, 2003 but no information has yet been supplied.

9. From the searches made of the records of the Learned 1<sup>st</sup> Civil Judge (Senior Division) and the Learned 4<sup>th</sup> Civil Judge (Junior Division) at Alipur it appears that no title suit or money suit or title execution case or money execution case has been filed or pending in respect of the said property since the year 2001.

8) **CERTIFICATION:**

In view of the above and based on the aforesaid searches, we do hereby certify that the said property is free from encumbrances and the Owners have marketable title thereto.

Dated this 13<sup>th</sup> day of July, 2012.



For VICTOR MOSES & CO.,  
SOLICITORS & ADVOCATES

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