



# 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) **ALLWORTH TRADECOM PRIVATE LIMITED,**
  - (2) **LINGRAJ OVERSEAS PRIVATE LIMITED,**
  - (3) **ZIRCON DEALERS PRIVATE LIMITED,**
  - (4) **KYAL DEVELOPERS PRIVATE LIMITED,**
- all having their registered offices at  
122/1R, Satyendra Nath Majumder Sarani,  
Police Station – Tollygunge,  
Kolkata-700 026.
- (5) **SUMIT QUALITY MARBLES PRIVATE LIMITED,**
  - (6) **SPANDAN ENCLAVE PVT LTD,**
  - (7) **GREEN FIELD NIKETAN PRIVATE LIMITED,**
- all having their registered offices at  
12C Chakraberia Road (N),  
Police Station Ballygunge,  
Kolkata-700 020.
- (8) **RAINBOW ENCLAVE PVT. LTD.,**
- having its registered office at  
226/1, AJC Bose Road,  
Police Station Ballygunge,  
Kolkata-700 020.

### 1. DESCRIPTION OF THE LAND:

**ALL THAT** the piece and parcel of Bastu land containing an area of 213 decimals be the same a little more or less lying situate at Mouza Dhamaitala, J.L. No.75, Touzi No.3-4, R.S. Dag Nos. 39, 40, 41, 42, 46, 56, 60, 61, 62, 64, 63, 59, 58 and 55 corresponding to L.R. Dag Nos. 27, 44, 45, 46, 49, 50, 51, 52, 53, 58, 59, 60, 62 and 63 under L.R. Khatian Nos.706, 707, 708, 709, 711, 710, 712 and 713, Police Station-Sonarpur, Ward No.25 within the limits of Rajpur-Sonarpur Municipality, District South 24 Parganas, and butted and bounded in the manner follows:-

**ON THE NORTH** : By R.S. Dag Nos.67 and 68;

**ON THE SOUTH** : Partly by Dwarir Road and partly by R.S. Dag Nos.43 and 55(P);

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



- ON THE EAST** : By R.S. Dag Nos. 46(P), 54, 55(P) and 65;
- ON THE WEST** : By R.S. Dag Nos.9, 10, 11, 33, 34, 40 (P), 36, 37 and 38.

## 2. DOCUMENTS PERUSED:

Photo-copies of the following:-

### I. R.S. Dag Nos.42, 46 and 58 corresponding to L.R. Dag Nos.46, 49 and 62

- A. Bengali Kobala (Deed of Conveyance) dated the 9<sup>th</sup> Falgun, 1394 corresponding to 22<sup>nd</sup> February, 1988, made between Manmotha Nath Sardar therein referred to as the Vendor of the One Part and Narayan Chandra Sarkar therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar, Sonarpur, 24-Parganas (S), in Book No.I, Volume No.15, Pages 161 to 166, Being No.1127 for the year 1988. A copy of the said is annexed herewith marked with letter **"A-1"**.
- B. Bengali Kobala (Deed of Conveyance) dated the 5<sup>th</sup> Ashwin, 1396 corresponding to 22<sup>nd</sup> September, 1989, made between Narayan Chandra Sarkar therein referred to as the Vendor of the One Part and Jyotsna Pradhan therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar, Sonarpur, 24-Parganas (S), in Book No.I, Volume No.115, Pages 107 to 112, Being No.5833 for the year 1989. A copy of the said is annexed herewith marked with letter **"A-2"**.
- C. Death certificate of Manmotha Nath Sardar dated 3<sup>rd</sup> January, 1991. A copy of the said is annexed herewith marked with letter **"A-3"**.
- D. Death certificate of Ajoy Sardar dated 6<sup>th</sup> May, 2010. A copy of the said is annexed herewith marked with letter **"A-4"**.
- E. Bengali Aamoktarnama (Power of Attorney) dated the 7<sup>th</sup> Ashad, 1417 corresponding to 22<sup>nd</sup> June, 2010 executed by Amiya Sardar, Krishna Kumar Sardar, Nemai Sardar, Smt. Tarubala Mondal, Smt. Anupama Kayal, Pinku Sardar, Smt. Gita Dey, Smt. Sikha Mondal, Smt. Rekha Das, Smt. Reba Naskar and Smt. Rita Debnath in favour of Ranjit Sardar and Gautam Sardar and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV, CD Volume No.2, Pages 5865 to 5879, Being No.1264 for the year 2010. A copy of the said is annexed herewith marked with letter **"A-5"**.



F. Bengali Aamoktarnama (Power of Attorney) dated the 7<sup>th</sup> Ashad, 1417 corresponding to 22<sup>nd</sup> June, 2010 executed by Amiya Sardar, Krishna Kumar Sardar, Nemai Sardar, Smt. Tarubala Mondal, Smt. Anupama Kayal, Smt. Gita Dey, Smt. Menoka Bala Dassi, Kamal Sardar, Shyamal Sardar, Satya Sardar, Bapi Sardar, Bishu Sardar, Smt. Niva Sardar, Ranjit Sardar, Gautam Sardar, Smt. Sikha Mondal, Smt. Rekha Das, Smt. Reba Naskar and Smt. Rita Debnath in favour of Pinku Sardar and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV, CD Volume No.2, Pages 5848 to 5864, Being No.1263 for the year 2010. A copy of the said is annexed herewith marked with letter **"A-6"**.

G. Indenture dated the 2<sup>nd</sup> day of July, 2010 made between Smt. Amiya Sardar, Krishna Kumar Sardar, Nemai Sardar, Smt. Tarubala Mondal, Smt. Anupama Kayal, Pinku Sardar, Smt. Gita Dey, Ranjit Sardar, Goutam Sardar, Smt. Sikha Mondal, Smt. Rekha Das, Smt. Reba Naskar, Smt. Rita Debnath, Satya Charan Sardar, Smt. Niva Sardar, Bapi Sardar, Bishu Sardar, Smt. Menaka Bala Dasi, Kamal Sardar alias Panchu Sardar and Shyamal Sardar therein jointly referred to as the Vendor of the One Part and Partha De therein referred to as the Purchaser of the Other Part and registered at the office of District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.18, Pages 2005 to 2022, Being No.05160 for the year 2010. A copy of the said is annexed herewith marked with letter **"A-7"**.

H. Indenture dated the 2<sup>nd</sup> day of July, 2010 made between Amiya Kumar Sardar, Krishna Kumar Sardar, Nemai Sardar, Smt. Tarubala Mondal, Smt. Anupama Kayal, Pinku Sardar, Gita Dey, Ranjit Sardar, Goutam Sardar, Smt. Sikha Mondal, Smt. Rekha Das, Smt. Reba Naskar, Smt. Rita Debnath, Satya Charan Sardar, Smt. Niva Sardar, Bapi Sardar and Bishu Sardar therein jointly referred to as the Vendor of the One Part and Partha De therein referred to as the Purchaser of the Other Part and registered at the office of District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.18, Pages 2075 to 2093, Being No.05163 for the year 2010. A copy of the said is annexed herewith marked with letter **"A-8"**.

**II. R.S. Dag Nos.59, 60, 61, 62, 63 and 64 corresponding to L.R. Dag Nos.51, 52, 53, 58, 59 and 60**

A. Bengali Na Dabi Patra (Deed of Release) dated the 3<sup>rd</sup> Poush, 1354 corresponding to 19<sup>th</sup> December, 1947, made between Prahlad Chatterjee therein referred to as the Recipient of the One Part and Bhibhuti Bhushan Bhattacharjee therein referred to as the Executant of the Other Part and registered at the office of the Sub-Registrar, Baruipur in Book



No.I, Volume No.59, Pages 170 to 171, Being No.5575 for the year 1947. A copy of the said is annexed herewith marked with letter **"A-9"**.

B. Death Certificate and legal heirship certificate of Prahlad Chatterjee dated on 25<sup>th</sup> August, 2005. A copy of the said is annexed herewith marked with letter **"A-10"**.

C. Indenture dated 17<sup>th</sup> June, 2010 made between Smt. Manika Chatterjee, Dipak Chatterjee, Pradip Chatterjee and Smt. Mita Mukherjee therein jointly referred to as the Vendor of the One Part and Partha De therein referred to as the Purchaser of the Other Part and registered at the office of District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.17, Pages 285 to 301, Being No.4746 for the year 2010. A copy of the said is annexed herewith marked with letter **"A-11"**.

### **III. R.S. Dag No.39 corresponding to L.R. Dag No.27**

A. Bengali Kobala (Deed of Conveyance) dated the 1<sup>st</sup> Ashad, 1407 corresponding to 16<sup>th</sup> June, 2000, made between Bechuram Naskar and Smt. Karuna Sarkar therein jointly referred to as the Vendors of the One Part and Bapi Das and Tinku Das therein jointly referred to as the Purchasers of the Other Part and registered at the office of Additional District Sub-Registrar Sonarpur, South 24-Parganas, in Book No.I, Volume No.115, Pages 370 to 374, Being No.6760 for the year 2000. A copy of the said is annexed herewith marked with letter **"A-12"**.

B. Bengali Kobala (Deed of Conveyance) dated the 26<sup>th</sup> Kartick, 1404 corresponding to 12<sup>th</sup> November, 1997, made between Kamala Bibi and Abdul Sattar therein jointly referred to as the Vendors of the One Part and Prashanta Pradhan therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar Sonarpur, South 24-Parganas, in Book No.I, Volume No.63, Pages 343 to 348, Being No.3802 for the year 1998. A copy of the said is annexed herewith marked with letter **"A-13"**.

C. Farayeznama of Ali Box Mondal. A copy of the said is annexed herewith marked with letter **"A-14"**.

### **IV. R.S. Dag No.40 corresponding to L.R. Dag No.44**

A. Bengali Kobala (Deed of Conveyance) dated the 1<sup>st</sup> Aghrayan, 1396 corresponding to 17<sup>th</sup> November, 1989, made between Krishna Chandra Mondal therein referred to as the Vendor of the One Part and Smt. Jyotsna Pradhan therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar Sonarpur, South 24-Parganas, in Book No.I, Volume No.129, Pages 283 to 289,



Being No.6597 for the year 1989. A copy of the said is annexed herewith marked with letter **"A-15"**.

**V. R.S. Dag No.41 corresponding to L.R. Dag No.45**

A Bengali Kobala (Deed of Conveyance) dated the 11<sup>th</sup> Ashwin, 1396 corresponding to 28<sup>th</sup> September, 1989, made between Smt. Angurbala Naskar, Debu Naskar, Ram Naskar, Sambhu Naskar, Rabin Naskar, Madhab Naskar, Smt. Lakshmi Naskar, Balaram Naskar, Hareram Naskar and Kochi Naskar therein collectively referred to as the Vendors of the One Part and Smt. Jyotsna Pradhan therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar Sonarpur, South 24-Parganas, in Book No.I, Volume No.117, Pages 151 to 156, Being No.5942 for the year 1989. A copy of the said is annexed herewith marked with letter **"A-16"**.

**VI. R.S. Dag No.55 corresponding to L.R. Dag No.63**

A Bengali Kobala (Deed of Conveyance) dated the 1<sup>st</sup> Ashwin, 1399 corresponding to 18<sup>th</sup> September, 1992, made between Bishnu Chatterjee, Sushil Kumar Chatterjee, Ashok Chatterjee, Smt. Arati Chatterjee, Smt. Smritikana Chatterjee, Smt. Sabita Chatterjee and Shankar Chatterjee, therein collectively referred to as the Vendors of the One Part and Anil Kumar Naskar therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar Sonarpur, 24-Parganas (South), in Book No.I, Volume No.95, Pages 365 to 370, Being No.7007 for the year 1992. A copy of the said is annexed herewith marked with letter **"A-17"**.

B Bengali Kobala (Deed of Conveyance) dated the 20<sup>th</sup> Aghrayan, 1414 corresponding to 7<sup>th</sup> December, 2007, made between Smt. Manju Bhattacharya, Smt. Mira Bhattacharya, Smt. Anju Banerjee, Smt. Kalpana Mukherjee, Smt. Archita Batabyal and Smt. Prativa Chatterjee, therein collectively referred to as the Vendors of the One Part and Anil Kumar Naskar therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar Sonarpur, in Book No.I, CD Volume No.26, Pages 3102 to 3119, Being No.09414 for the year 2008. A copy of the said is annexed herewith marked with letter **"A-18"**.

C. Bengali Aamoktarnama (Power of Attorney) dated the 30<sup>th</sup> Kartick, 1397 corresponding to 17<sup>th</sup> November, 1990 executed by Smt. Smritikana Chatterjee, Smt. Sabita Chatterjee, Shankar Kumar Chatterjee, Bishnu Chatterjee, Ashok Kumar Chatterjee and Smt. Arati Chatterjee in favour of Sunil Kumar Chattopadhyay and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV,



Volume No.2, Pages 132 to 134, Being No.119 for the year 1990. A copy of the said is annexed herewith marked with letter **"A-19"**.

D. Bengali Aamoktarnama (Power of Attorney) dated the 23<sup>rd</sup> Poush, 1405 corresponding to 8<sup>th</sup> January, 1999 executed by Smt. Mira Bhattacharya, Smt. Manju Bhattacharya, Smt. Anju Banerjee and Smt. Kalpana Mukherjee in favour of Alok Chatterjee and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV, Volume No.1, Pages 27 to 30, Being No.8 for the year 1999. A copy of the said is annexed herewith marked with letter **"A-20"**.

E. Bengali Aamoktarnama (Power of Attorney) dated the 27<sup>th</sup> Ashwin, 1414 corresponding to 15<sup>th</sup> October, 2007 executed by Smt. Archita Batabal in favour of Smt. Prathibha Chattopadhyay and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV, Being No.1221 for the year 2007. A copy of the said is annexed herewith marked with letter **"A-21"**.

F. Bengali Aamoktarnama (Power of Attorney) dated the 10<sup>th</sup> Poush, 1414 corresponding to 26<sup>th</sup> December, 2007 executed by Smt. Moli Banerjee alias Chattopadhyay and Smt. Keya Banerjee alias Chattopadhyay in favour of Anil Kumar Naskar and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV, Being No.1423 for the year 2007. A copy of the said is annexed herewith marked with letter **"A-22"**.

G. Bengali Aamoktarnama (Power of Attorney) dated the 20<sup>th</sup> Aghrayan, 1414 corresponding to 7<sup>th</sup> December, 2007 executed by Smt. Arpita Chattopadhyay, Moli Chattopadhyay, Smt. Sandhya Chattopadhyay, Smt. Keya Chattopadhyay, Tarak Chattopadhyay, Smt. Supriya Chattopadhyay alias Das, Smt. Sumita Chattopadhyay alias Bhattacharya, Smt. Shankari Chattopadhyay and Sailo Chattopadhyay, in favour of Anil Kumar Naskar and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV, Being No.1359 for the year 2007. A copy of the said is annexed herewith marked with letter **"A-23"**.

H. Indenture dated the 12<sup>th</sup> day of July, 2010 made between Anil Kumar Naskar, Smt. Moli Banerjee (Chatterjee), Smt. Keya Banerjee (Chatterjee), Smt. Arpita Chatterjee, Smt. Sandhya Chatterjee (Chakraborty), Smt. Supriya Chatterjee (Das), Tarak Chatterjee, Smt. Sumita Chatterjee (Bhattacharya), Smt. Shankari Chatterjee and Saila Chatterjee alias Sailen Chatterjee therein jointly referred to as the Vendor of the One Part and Partha De therein referred to as the Purchaser of the Other Part and registered at the office of District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.18, Pages



4733 to 4751, Being No.05335 for the year 2010. A copy of the said is annexed herewith marked with letter "A-24".

I. Dagar Tatthya. A copy of the said is annexed herewith marked with letter "A-25".

**VII. R.S. Dag No.56 corresponding to L.R. Dag No.50**

A. Legal heirship certificate of Prankrishna Naskar dated 1<sup>st</sup> April, 1985. A copy of the said is annexed herewith marked with letter "A-26".

B. Legal heirship certificate of Smt. Nandarani Naskar dated 9<sup>th</sup> May, 2002. A copy of the said is annexed herewith marked with letter "A-27".

C. Bengali Aamoktarnama (Power of Attorney) dated the 6<sup>th</sup> Falgun, 1414 corresponding to 19<sup>th</sup> February, 2008 executed by Parash Naskar in favour of Anil Kumar Naskar and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV, CD Volume No.1, Pages 82 to 89, Being No.00168 for the year 2008. A copy of the said is annexed herewith marked with letter "A-28".

D. Bengali Aamoktarnama (Power of Attorney) dated the 9<sup>th</sup> Shrabon, 1415 corresponding to 25<sup>th</sup> July, 2008 executed by Tarapada Naskar, Smt. Maya Mondal, Smt. Jaya Naskar, Smt. Chaya Mondal, Smt. Jayanti Gayen and Smt. Basanti Biswas in favour of Anil Kumar Naskar and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV, CD Volume No.2, Pages 2004 to 2014, Being No.01018 for the year 2008. A copy of the said is annexed herewith marked with letter "A-29".

E. Indenture dated the 12<sup>th</sup> day of July, 2010 made between Paresh Naskar, Tarapada Naskar, Smt. Jaya Naskar, Smt. Maya Mondal, Smt. Jayanti Gayen, Smt. Basanti Biswas and Smt. Chhaya Mondal therein jointly referred to as the Vendor of the One Part and Partha De therein referred to as the Purchaser of the Other Part and registered at the office of District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.18, Pages 4696 to 4712, Being No.05333 for the year 2010. A copy of the said is annexed herewith marked with letter "A-30".

**VIII.** Indenture dated the 7<sup>th</sup> day of January, 2011 made between Jyotsna Pradhan, Bapi Das, Tinku Das and Prashanta Pradhan therein jointly referred to as the Vendor of the One Part and Partha De therein referred to as the Purchaser of the Other Part and registered at the office of District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.1, Pages 2793 to 2814, Being No.00150 for the year 2011. A copy of the said is annexed herewith marked with letter "A-31".



**IX.** Development Agreement dated the 19<sup>th</sup> day of October, 2012, made between Partha De therein referred to as the Owner of the One Part and Orion Infra Nirman Private Limited therein referred to as the Developer of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No.I, CD Volume No.20, Pages 11088 to 11122, Being No.09949 for the year 2012. A copy of the said is annexed herewith marked with letter **"A-32"**.

**X.** Two Powers of Attorney both dated the 28<sup>th</sup> day of December, 2012, both executed by Partha De in favour of Md. Qamaruddin and both registered at the office of the Additional Registrar of Assurance-III, Kolkata, both in Book No.IV, both CD Volume No.12, Pages 2728 to 2737, Being No.07856 for the year 2012 and Pages 2738 to 2748, Being No.07857 for the year 2012. A copy of the said are annexed herewith collectively marked with letter **"A-33"**

**XI.** Deed of Cancellation dated the 16<sup>th</sup> day of February, 2015, made between Partha De therein referred to as the Owner of the First Part, Orion Infra Nirman Private Limited therein referred to as the Developer of the Second Part and Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private Limited, Kyal Developers Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave Pvt Ltd, Green Field Niketan Private Limited and Rainbow Enclave Pvt. Ltd., therein collectively referred to as the Purchasers 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.7, Pages 2521 to 2532, Being No.01941 for the year 2015. A copy of the said is annexed herewith marked with letter **"A-34"**.

**XII.** Deed of Revocation of Power dated the 16<sup>th</sup> day of February, 2015, made between Partha De therein referred to as the Owner of the One Part and Md. Qamaruddin therein referred to as the Attorney of the Other Part and registered at the office of the District Sub-Registrar- IV, South 24-Parganas in Book No.IV, CD Volume No.1, Pages 2142 to 2150, Being No.00188 for the year 2015. A copy of the said is annexed herewith marked with letter **"A-35"**.

**XIII.** Agreement dated the 16<sup>th</sup> day of February, 2015, made between Partha De therein referred to as the Owner of the One Part and Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private Limited, Kyal Developers Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave Pvt Ltd, Green Field Niketan Private Limited and Rainbow Enclave Pvt. Ltd., therein collectively referred to as the Purchasers of the Other Part and the Purchasers herein and registered at the office of the District Sub-Registrar- IV, South





24-Parganas in Book No.I, CD Volume No.7, Pages 2497 to 2520, Being No.02144 for the year 2015. A copy of the said is annexed herewith marked with letter **"A-36"**.

**XIV.** Tripartite Agreement dated the 16<sup>th</sup> day of February, 2015, made between Punjab National Bank therein referred to as the Bank of the First Part, Partha De therein referred to as the Constituent of the Second Part and Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private Limited, Kyal Developers Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave Pvt Ltd, Green Field Niketan Private Limited and Rainbow Enclave Pvt. Ltd., therein referred to as the Purchasers of the Third Part. A copy of the said is annexed herewith marked with letter **"A-37"**.

**XV.** No-objection letter dated 27<sup>th</sup> March, 2015 issued by the Punjab National Bank in favour of the Allworth Tradecom Private Limited and others. A copy of the said is annexed herewith marked with letter **"A-38"**.

**XVI.** Deed of Conveyance dated the 20<sup>th</sup> day of April, 2015 made between Partha De therein referred to as the Vendor of the One Part and one Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private Limited, Kyal Developers Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave Pvt Ltd, Green Field Niketan Private Limited and Rainbow Enclave Pvt. Ltd., therein jointly referred to as the Purchasers of the Other Part and registered at the office District Sub-Registrar- IV, South 24-Parganas in Book No.I, CD Volume No.11, Pages 3231 to 3254, Being No.03473 for the year 2015. A copy of the said is annexed herewith marked with letter **"A-39"**.

**XVII.** Deed of Conveyance dated the 20<sup>th</sup> day of May, 2015 made between Allworth Tradecom Private Limited and others therein jointly referred to as the Vendors of the One Part and Ayanna Builders Private Limited, Winsome Infra Private Limited, Wily Builders Private Limited, Worthy Builders Private Limited, Enable Estate Private Limited, Empire Highrise Private Limited, Balaji Development Private Limited and Dover Park Builders 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, CD Volume No.1604-2015, Pages 970 to 1038, Being No.160404174 for the year 2015. A copy of the said is annexed herewith marked with letter **"A-40"**.

**3. THE SEARCHES MADE:**

- a) Index-II at the offices of i) Registrar of Assurances, Kolkata, ii) District Registrar, Alipore and iii) Sub-Registrar, Sonarpur in respect of the above land from 1984 to 1<sup>st</sup> August,2014;



b) In the Courts of Learned Civil Judge [Senior Division] at Baruipur and Learned 2<sup>nd</sup> Civil Judge [Junior Division] at Baruipur in the names of:-

- i) Sumita Chattopadhyay, Sandhay Chattopadhyay, Tarak Chattopadhyay, Pratibha Chattopadhyay, Supriya Chattopadhyay, Parash Naskar, Anil Kumar Naskar, Jaya Naskar, Reba Naskar, Menaka Bala Dassi, Tinku Das, Rekha Das, Bapi Das, Saila Chatterjee alias Sailen Chatterjee, Tarapada Naskar, Keya Banerjee (Chattopadhyay), Moly Banerjee (Chattopadhyay), Pradip Chatterjee, Shankari Chatterjee, Dipak Chatterjee, Prahlad Chatterjee, Monika Chatterjee, Chaya Mondal, Bapi Sardar, Bishnu Sardar, Jyotsna Pradhan, Mita Mukherjee, Shyamal Sardar, Gita Dey, Sikha Mondal, Maya Mondal, Kamal Sardar alias Panchu Sardar, Prashanta Pradhan, Rita Debnath, Satya Charan Sardar, Krishna Kumar Sardar, Nemai Sardar, Pinku Sardar, Ranjit Sardar, Gautam Sardar, Amiya Kumar Sardar, Arpita Chattopadhyay, Anupama Kyal, Basanti Biswas, Jayanti Gyan, Manju Bhattacharya, Niva Sardar and Tarubala Mondal from 2002 to 2010;
- ii) Kalpana Mukhopadhyay, Archita Batabal, Mira Bhattacharya, Anju Bandopadhyay from 2002 to 2007;
- iii) Partha De from 2010 to 3<sup>rd</sup> September, 2014;
- c) At the office of the Land Acquisition Collector, South 24-Parganas.
- d) At the office of the Block Land & Land Revenue Officer, Sonarpur.

#### 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 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.

**5. DEVOLUTION OF TITLE:**

**I. R.S. Dag Nos.42, 46 and 58 corresponding to L.R. Dag Nos.46, 49 and 62**

A. One Manmotha Nath Sardar was seized and possessed of and/or otherwise well and sufficiently entitled All That the piece and parcel of land containing an area of 2 decimals, be the same a little more or less, in R.S. Dag No.42 corresponding to L.R. Dag No.46 under R.S. Khatian No.27 (hereinafter referred to as the **said 1<sup>st</sup> plot of land**), 23 decimals, be the same a little more or less, in R.S. Dag No.46 corresponding to L.R. Dag No.49 under R.S. Khatian No.65 (hereinafter referred to as the **said**



**1<sup>st</sup> part of 2<sup>nd</sup> plot of land**) and 9 decimals, be the same a little more or less, in R.S. Dag No.58 corresponding to L.R. Dag No.62 under R.S. Khatian No.72 (hereinafter referred to as the **said 1<sup>st</sup> part of 3<sup>rd</sup> plot of land**), totaling All That the piece and parcel of land containing an area of 34 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, under L.R. Khatian No.189, Police Station-Sonarapur, Ward No.25 within the limits of Rajpur-Sonarapur Municipality, District the then 24 Parganas.

B. By a Bengali Kobala (Deed of Conveyance) dated the 9<sup>th</sup> Falgun, 1394 corresponding to 22<sup>nd</sup> February, 1988, made between the said Manmotha Nath Sardar therein referred to as the Vendor of the One Part and one Narayan Chandra Sarkar therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar, Sonarapur, 24-Parganas (S), in Book No.I, Volume No.15, Pages 161 to 166, Being No.1127 for the year 1988, the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the said 1<sup>st</sup> plot of land.

C. By a Bengali Kobala (Deed of Conveyance) dated the 5<sup>th</sup> Ashwin, 1396 corresponding to 22<sup>nd</sup> September, 1989, made between the said Narayan Chandra Sarkar therein referred to as the Vendor of the One Part and one Jyotsna Pradhan therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar, Sonarapur, 24-Parganas (S), in Book No.I, Volume No.115, Pages 107 to 112, Being No.5833 for the year 1989, the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the said 1<sup>st</sup> plot of land.

D. The said Manmotha Nath Sardar who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 3<sup>rd</sup> January, 1991, leaving behind him surviving his four sons namely, Amiya Sardar, Krishna Kumar Sardar, Nemaï Sardar and Ajoy Sardar and two daughters namely Smt. Tarubala Mondal and Smt. Anupama Kayal and grandson namely Pinku Sardar and grand daughter namely, Smt. Gita Dey (being the legal heir and heiress of his another son Ashutosh Sardar having predeceased him), as his heirs, heiresses and legal representatives who upon his death jointly became entitled to All That the said 1<sup>st</sup> parts of 2<sup>nd</sup> and 3<sup>rd</sup> plots of land.

E. The said Ajoy Sardar who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 6<sup>th</sup> May, 2010, leaving behind him surviving his two sons namely, Ranjit Sardar and Goutam Sardar and four daughters namely Smt. Sikha Mondal, Smt.



Rekha Das, Smt. Reba Naskar and Smt. Rita Debnath as his heirs, heiresses and legal representatives who upon his death jointly became entitled to All That his undivided part or share in the said 1<sup>st</sup> parts of 2<sup>nd</sup> and 3<sup>rd</sup> plots of land.

F. One Satya Charan Sardar and Pulin Sardar alias Gopal Sardar was seized and possessed of and/or otherwise well and sufficiently entitled All That the piece and parcel of land containing an area of 23 decimals, be the same a little more or less, in R.S. Dag No.46 corresponding to L.R. Dag No.49 under R.S. Khatian No.65 (hereinafter referred to as the **said 2<sup>nd</sup> part of 2<sup>nd</sup> plot of land**) and 2 decimals, be the same a little more or less, in R.S. Dag No.58 corresponding to L.R. Dag No.62 under R.S. Khatian No.72 (hereinafter referred to as the **said 2<sup>nd</sup> part of 3<sup>rd</sup> plot of land**), totaling All That the piece and parcel of land containing an area of 25 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, under L.R. Khatian Nos.239 and 145 respectively, Police Station-Sonarpur, Ward No.25 within the limits of Rajpur-Sonarpur Municipality, District the then 24 Parganas, each of them having undivided  $\frac{1}{2}$  part or share therein.

G The said Pulin Sardar alias Gopal Sardar who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 14<sup>th</sup> November, 2007, leaving behind him surviving his widow Smt. Niva Sardar and two sons namely, Bapi Sardar and Bishu Sardar as his heiress, heirs and legal representatives who upon his death jointly became entitled to All That his undivided  $\frac{1}{2}$  part or share in the said 2<sup>nd</sup> parts of 2<sup>nd</sup> and 3<sup>rd</sup> plots of land.

H. One Smt. Menaka Bala Dasi, Kamal Sardar alias Panchu Sardar and Shyamal Sardar were jointly 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 decimals, be the same a little more or less, situate lying at Mouza Dhamaitala, J.L. No.75, R.S. Dag No.58 corresponding L.R. Dag No.62 under R.S. Khatian No.72 corresponding to L.R. Khatian Nos.202, 138 and 227 respectively, Police Station-Sonarpur, Ward No.25 within the limits of Rajpur-Sonarpur Municipality, District the then 24 Parganas (hereinafter referred to as the **said 3<sup>rd</sup> part of 3<sup>rd</sup> plot of land**).

**II. R.S. Dag Nos.59, 60, 61, 62, 63 and 64 corresponding to L.R. Dag Nos.51, 52, 53, 58, 59 and 60**

A. One Bhibhuti Bhushan Bhattacharjee was seized and possessed of and/or otherwise well and sufficiently amongst others entitled to All That the piece and parcel of land containing an area of 51 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75,



C.S. and R.S. Dag Nos.59, 60, 61, 62, 63 and 64 under C.S. Khatian No.60 corresponding to R.S. Khatian No.202, Police Station-Sonarapur, Ward No.25 within the limits of Rajpur-Sonarapur Municipality, District the then 24 Parganas (hereinafter collectively referred to as the **said 4<sup>th</sup> plot of land**).

B. The said 4<sup>th</sup> plot of land was in fact, truth and reality acquired by one Prahlad Chatterjee in the name of the said Bhibhuti Bhushan Bhattacharjee.

C. By a Bengali Na Dabi Patra (Deed of Release) dated the 3<sup>rd</sup> Poush, 1354 corresponding to 19<sup>th</sup> December, 1947, made between the said Prahlad Chatterjee therein referred to as the Recipient of the One Part and the said Bhibhuti Bhushan Bhattacharjee therein referred to as the Executant of the Other Part and registered at the office of the Sub-Registrar, Baruipur in Book No.I, Volume No.59, Pages 170 to 171, Being No.5575 for the year 1947, the said Executant therein released and relinquished all his ostensible right, title and interest over the said 4<sup>th</sup> plot of land in favour of the said Recipient therein.

D. The said Prahlad Chatterjee subsequently recorded his name in respect of the said 4<sup>th</sup> plot of land in the records of the Block Land and Land Reforms Office at Sonarapur under L.R. Khatian No.135 in L.R. Dag Nos.51, 52, 53, 58, 59 and 60.

E. The said Prahlad Chatterjee who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 25<sup>th</sup> August, 2005, leaving behind him surviving his widow Smt. Manika Chatterjee, two sons namely Dipak Chatterjee and Pradip Chatterjee and only daughter Smt. Mita Mukherjee, as his heiresses, heirs and legal representatives who upon his death became jointly entitled to amongst others All That the said 4<sup>th</sup> plot of land.

### III. R.S. Dag No.39 corresponding to L.R. Dag No.27

A. One Panchu Naskar was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 37.5 decimals, be the same a little more or less, out of the 75 decimals lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag No.39 corresponding to L.R. Dag No.27 under R.S. Khatian No.66, Police Station-Sonarapur, Ward No.25 within the limits of Rajpur-Sonarapur Municipality, District South 24 Parganas (hereinafter referred to as the **said 1<sup>st</sup> part of 5<sup>th</sup> plot of land**).



B. The said Panchu Naskar who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his only son Bechuram Naskar and only daughter Smt. Karuna Sarkar, as his heir, heiress and legal representatives who upon his death jointly became entitled to All that the said 1<sup>st</sup> part of 5<sup>th</sup> plot of land.

C. By a Bengali Kobala (Deed of Conveyance) dated the 1<sup>st</sup> Ashad, 1407 corresponding to 16<sup>th</sup> June, 2000, made between the said Bechuram Naskar and Smt. Karuna Sarkar therein jointly referred to as the Vendors of the One Part and one Bapi Das and Tinku Das therein jointly referred to as the Purchasers of the Other Part and registered at the office of Additional District Sub-Registrar Sonarpur, South 24-Parganas, in Book No.I, Volume No.115, Pages 370 to 374, Being No.6760 for the year 2000, the Vendors therein at and for the consideration mentioned therein jointly granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the said 1<sup>st</sup> part of 5<sup>th</sup> plot of land.

D. One Ali Box Mondal was seized and possessed of and/or otherwise well and sufficiently entitled to All That the remaining piece and parcel of land containing an area of 37.5 decimals, be the same a little more or less, out of the 75 decimals lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag No.39 corresponding to L.R. Dag No.27 under R.S. Khatian No.66, Police Station-Sonarpur, Ward No.25 within the limits of Rajpur-Sonarpur Municipality, District South 24 Parganas (hereinafter referred to as the **said 2<sup>nd</sup> part of 5<sup>th</sup> plot of land**).

E. The said Ali Box Mondal who during his lifetime was a Mohammedan died intestate leaving behind him surviving his widow Kamala Bibi and only son Abdul Sattar Mondal as his heiress, heir and legal representatives who upon his death jointly became entitled to All that the said 2<sup>nd</sup> part of 5<sup>th</sup> plot of land.

F. By a Bengali Kobala (Deed of Conveyance) dated the 26<sup>th</sup> Kartick, 1404 corresponding to 12<sup>th</sup> November, 1997, made between the said Kamala Bibi and Abdul Sattar therein jointly referred to as the Vendors of the One Part and one Prashanta Pradhan therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar Sonarpur, South 24-Parganas, in Book No.I, Volume No.63, Pages 343 to 348, Being No.3802 for the year 1998, the Vendors therein at and for the consideration mentioned therein jointly granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the said 2<sup>nd</sup> part of 5<sup>th</sup> plot of land.



**IV. R.S. Dag No.40 corresponding to L.R. Dag No.44**

A. One Krishna Chandra Mondal was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 15 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, Touzi No.3-4, R.S. Dag No.40 under R.S. Khatian No.25, Police Station-Sonarpur, Ward No.25 within the limits of Rajpur-Sonarpur Municipality, District the then 24 Parganas (hereinafter referred to as the **said 6<sup>th</sup> plot of land**).

B. By a Bengali Kobala (Deed of Conveyance) dated the 1<sup>st</sup> Aghrayan, 1396 corresponding to 17<sup>th</sup> November, 1989, made between the said Krishna Chandra Mondal therein referred to as the Vendor of the One Part and the said Smt. Jyotsna Pradhan therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar Sonarpur, South 24-Parganas, in Book No.I, Volume No.129, Pages 283 to 289, Being No.6597 for the year 1989, the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the said 6<sup>th</sup> plot of land.

**V. R.S. Dag No.41 corresponding to L.R. Dag No.45**

A. One Shibu Naskar, Sudam Naskar and Prandhan Naskar were jointly seized and possessed of and/or otherwise well and sufficiently entitled All That the piece and parcel of land containing an area of 10 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag No.41 under R.S. Khatian No.29, Police Station-Sonarpur, Ward No.25 within the limits of Rajpur-Sonarpur Municipality, District the then 24 Parganas (hereinafter referred to as the **said 7<sup>th</sup> plot of land**).

B. The said Sudam Naskar who during his lifetime was a bachelor Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his two brothers Shibu Naskar and Prandhan Naskar as his heirs and legal representatives who upon his death jointly became entitled to All That his undivided 1/3<sup>rd</sup> part or share in the said 7<sup>th</sup> plot of land.

C. The said Shibu Naskar who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his widow Smt. Angurbala Naskar and four sons namely, Debu Naskar, Ram Naskar, Sambhu Naskar and Rabin Naskar as his heiress, heirs and legal representatives who upon his death jointly became entitled to All That his undivided ½ part or share in the said 7<sup>th</sup> plot of land.





D. The said Prandhan Naskar who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his two sons namely, Madhab Naskar and Gobinda Naskar as his heirs and legal representatives who upon his death jointly became entitled to All That his undivided  $\frac{1}{2}$  part or share in the said 7<sup>th</sup> plot of land.

E. The said Gobinda Naskar who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his widow Smt. Lakshmi Naskar and three sons namely, Balaram Naskar, Hareram Naskar and Kochi Naskar as his heiress, heirs and legal representatives who upon his death jointly became entitled to All That his undivided  $\frac{1}{4}$ <sup>th</sup> part or share in the said 7<sup>th</sup> plot of land.

F. By a Bengali Kobala (Deed of Conveyance) dated the 11<sup>th</sup> Ashwin, 1396 corresponding to 28<sup>th</sup> September, 1989, made between the said Smt. Angurbala Naskar, Debu Naskar, Ram Naskar, Sambhu Naskar, Rabin Naskar, Madhab Naskar, Smt. Lakshmi Naskar, Balaram Naskar, Hareram Naskar and Kochi Naskar therein collectively referred to as the Vendors of the One Part and the said Smt. Jyotsna Pradhan therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar Sonarpur, South 24-Parganas, in Book No.I, Volume No.117, Pages 151 to 156, Being No.5942 for the year 1989, the Vendors therein at and for the consideration mentioned therein jointly granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the said 7<sup>th</sup> plot of land.

G. Thus the said Jyotsna Pradhan became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said 1<sup>st</sup>, 6<sup>th</sup> and 7<sup>th</sup> plots of land totaling an area of 27 decimals, be the same a little more or less and has duly recorded her name in the records of Block Land and Land Reforms Office at Sonarpur under L.R. Khatian No.357.

**VI. R.S. Dag No.55 corresponding to L.R. Dag No.63**

A. One Bishnu Chatterjee, Sushil Kumar Chatterjee, Ashok Chatterjee, Smt. Manju Bhattacharya, Smt. Mira Bhattacharya, Smt. Anju Banerjee, Smt. Kalpana Mukherjee, Smt. Arati Chatterjee, Smt. Prativa Chatterjee, Smt. Moli Banerjee (Chatterjee), Smt. Arpita Chatterjee, Sandhya Chatterjee (Chakraborty), Smt. Archita Batabyal, Smt. Keya Banerjee (Chatterjee), Smt. Smritikana Chatterjee, Tarak Chatterjee, Tapan Chatterjee, Smt. Supriya Chatterjee (Das), Smt. Sumita Chatterjee (Bhattacharya), Smt. Sabita Chatterjee, Saila Chatterjee alias Sailen Chatterjee and Shankar Chatterjee were jointly



seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 35 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag No.55 corresponding to L.R. Dag No.63 under R.S. Khatian No.80 corresponding to L.R. Khatian Nos.168, 261, 31, 186, 201, 3, 44, 35, 128, 197, 23, 242, 4, 58, 267, 83, 81, 249, 251, 244, 234 and 222, Police Station-Sonarapur, Ward No.25 within the limits of Rajpur-Sonarapur Municipality, District South 24 Parganas (hereinafter referred to as the **said 8<sup>th</sup> plot of land**) each of them having respective part or share therein.

B. The said Tapan Chatterjee who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his widow Smt. Shankari Chatterjee as his heiress and legal representative who upon his death became entitled to All That his undivided part or share in the said 8<sup>th</sup> plot of land.

C. By a Bengali Kobala (Deed of Conveyance) dated the 1<sup>st</sup> Ashwin, 1399 corresponding to 18<sup>th</sup> September, 1992, made between the said Bishnu Chatterjee, Sushil Kumar Chatterjee, Ashok Chatterjee, Smt. Arati Chatterjee, Smt. Smritikana Chatterjee, Smt. Sabita Chatterjee and Shankar Chatterjee, therein collectively referred to as the Vendors of the One Part and one Anil Kumar Naskar therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar Sonarapur, 24-Parganas (South), in Book No.I, Volume No.95, Pages 365 to 370, Being No.7007 for the year 1992, the Vendors therein at and for the consideration mentioned therein jointly granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That their undivided part or share in the said 8<sup>th</sup> plot of land.

D. By another Bengali Kobala (Deed of Conveyance) dated the 20<sup>th</sup> Aghrayan, 1414 corresponding to 7<sup>th</sup> December, 2007, made between the said Smt. Manju Bhattacharya, Smt. Mira Bhattacharya, Smt. Anju Banerjee, Smt. Kalpana Mukherjee, Smt. Archita Batabyal and Smt. Prativa Chatterjee, therein collectively referred to as the Vendors of the One Part and the said Anil Kumar Naskar therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar Sonarapur, in Book No.I, CD Volume No.26, Pages 3102 to 3119, Being No.09414 for the year 2008, the Vendors therein at and for the consideration mentioned therein jointly granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That their undivided part or share in the said 8<sup>th</sup> plot of land.



**VII. R.S. Dag No.56 corresponding to L.R. Dag No.50**

A. One Paresh Naskar, Tarapada Naskar and Prankrishna Naskar were seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 33 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag No.56 corresponding to L.R. Dag No.50 under R.S. Khatian No.266 under L.R. Khatian Nos.124, 86 and 142, Police Station-Sonarapur, Ward No.25 within the limits of Rajpur-Sonarapur Municipality, District South 24 Parganas (hereinafter referred to as the **said 9<sup>th</sup> plot of land**).

B. The said Prankrishna Naskar who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 1<sup>st</sup> April, 1985, leaving behind him surviving his widow Smt. Nandarani Naskar and five daughters namely, Smt. Jaya Naskar, Smt. Maya Mondal, Smt. Jayanti Gayen, Smt. Basanti Biswas and Smt. Chhaya Mondal as his heiresses and legal representatives who upon his death jointly became entitled to All That his undivided 1/3<sup>rd</sup> part or share in the said 9<sup>th</sup> plot of land.

C. The said Smt. Nandarani Naskar who during her lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 9<sup>th</sup> May, 2002, leaving behind her surviving her said five daughters namely, Smt. Jaya Naskar, Smt. Maya Mondal, Smt. Jayanti Gayen, Smt. Basanti Biswas and Smt. Chhaya Mondal as her heiresses and legal representatives who upon her death jointly became entitled to All That her undivided part or share in the said 9<sup>th</sup> plot of land.

**VIII.** By six several Indentures all registered at the office of District Sub-Registrar-IV, South 24-Parganas, in Book No.I, Partha De therein referred to as the Purchaser of the Other Part and the Vendor herein become seized and possessed of and/or otherwise well and sufficiently entitled to All That the said 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> plots of land as follows:-

Sl. no.	Vendor/s	Deed detail	Dag no.	Area
1.	Smt. Manika Chatterjee, Dipak Chatterjee, Pradip Chatterjee and Smt. Mita Mukherjee	CD Volume No.17, Pages 285 to 301, Being No.4746 for the year 2010 dated 17.06.2010	R.S. Dag nos.60, 61, 62, 64, 63, 59 correspond ing to L.R. Dag nos.	51 decimal (the said 4 <sup>th</sup> plot of land)



			51, 52, 53, 58, 59, 60	
2.	Amiya Sardar, Krishna Kumar Sardar, Nemai Sardar, Smt. Tarubala Mondal, Smt. Anupama Kayal, Pinku Sardar, Smt. Gita Dey, Ranjit Sardar, Goutam Sardar, Smt. Sikha Mondal, Smt. Rekha Das, Smt. Reba Naskar, Smt. Rita Debnath, Satya Charan Sardar, Smt. Niva Sardar, Bapi Sardar, Bishu Sardar, Smt. Menaka Bala Dasi, Kamal Sardar alias Panchu Sardar and Shyamal Sardar	CD Volume No.18, Pages 2005 to 2022, Being No.05160 for the year 2010 dated the 2 <sup>nd</sup> day of July, 2010	R.S. Dag no.58 correspond ing to L.R. Dag no.62	14 decimal (the said 1 <sup>st</sup> , 2 <sup>nd</sup> and 3 <sup>rd</sup> parts of 3 <sup>rd</sup> plot of land)
3.	Amiya Kumar Sardar, Krishna Kumar Sardar, Nemai Sardar, Smt. Tarubala Mondal, Smt. Anupama Kayal, Pinku Sardar, Gita Dey, Ranjit Sardar, Goutam Sardar, Smt. Sikha Mondal, Smt. Rekha Das, Smt. Reba Naskar, Smt. Rita Debnath, Satya Charan Sardar, Smt. Niva Sardar, Bapi Sardar and Bishu Sardar	CD Volume No.18, Pages 2075 to 2093, Being No.05163 for the year 2010 dated the 2 <sup>nd</sup> day of July, 2010	R.S. Dag no.46 correspond ing to L.R. Dag no.49	46 decimal (the said 1 <sup>st</sup> and 2 <sup>nd</sup> parts of 2 <sup>nd</sup> plot of land)
4.	Paresh Naskar, Tarapada Naskar, Smt. Jaya Naskar, Smt. Maya Mondal, Smt. Jayanti Gayen, Smt. Basanti Biswas and Smt. Chhaya Mondal	CD Volume No.18, Pages 4696 to 4712, Being No.05333 for the year 2010 dated the 12 <sup>th</sup> day of July, 2010	R.S. Dag no.56 correspond ing to L.R. Dag no.50	33 decimal (the said 9 <sup>th</sup> plot of land)
5.	Anil Kumar Naskar, Smt. Moli Banerjee (Chatterjee), Smt. Keya	CD Volume No.18, Pages 4733 to 4751,	R.S. Dag no.55 correspond	35 decimal (the said



	Banerjee (Chatterjee), Smt. Arpita Chatterjee, Smt. Sandhya Chatterjee (Chakraborty), Smt. Supriya Chatterjee (Das), Tarak Chatterjee, Smt. Sumita Chatterjee (Bhattacharya), Smt. Shankari Chatterjee and Saila Chatterjee alias Sailen Chatterjee	Being No.05335 for the year 2010 dated the 12 <sup>th</sup> day of July, 2010	ing to L.R. Dag no.63	8 <sup>th</sup> plot of land)
6.	Jyotsna Pradhan, Bapi Das, Tinku Das and Prashanta Pradhan	CD Volume No.1, Pages 2793 to 2814, Being No.00150 for the year 2011 dated the 7 <sup>th</sup> day of January, 2011	R.S. Dag nos.39, 40, 41, 42 correspond ing to L.R. Dag nos.27, 44, 45, 46	102 decimal (the said 5 <sup>th</sup> , 6 <sup>th</sup> , 7 <sup>th</sup> and 1 <sup>st</sup> plot of land)
<b>TOTAL:</b>				<b>281 decimal</b>

**IX.** Thus the said Partha De was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 281 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag Nos.42, 46, 58, 59, 60, 61, 62, 63, 64, 39, 40, 41, 55 and 56 corresponding to L.R. Dag Nos.46, 49, 62, 51, 52, 53, 58, 59, 60, 27, 44, 45, 63 and 50 under R.S. Khatian Nos.27, 65, 72, 202, 66, 25, 29, 80 and 266 corresponding to L.R. Khatian Nos.189, 239, 145, 202, 138, 227, 135, 357, 168, 261, 31, 186, 201, 3, 44, 35, 128, 197, 23, 242, 4, 58, 267, 83, 81, 249, 251, 244, 234, 222, 124, 86 and 142, Police Station-Sonarapur, Ward No.25 within the limits of Rajpur-Sonarapur Municipality, District South 24 Parganas (hereinafter collectively referred to as the **said land** comprising of the said 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> plots of land).

**X.** The said Partha De had duly recorded his name in respect of said land in the records of Block Land and Land Reforms Office at Sonarapur under L.R. Khatian No.458.

**XI.** By a Development Agreement dated the 19<sup>th</sup> day of October, 2012, made between said Partha De therein referred to as the Owner of the One Part and one Orion Infra Nirman Private Limited therein referred to as the Developer of the Other Part and registered at the office of the



Additional Registrar of Assurances-I, Kolkata in Book No.I, CD Volume No.20, Pages 11088 to 11122, Being No.09949 for the year 2012, the Owner therein had appointed the Developer therein to construct erect and commercially exploit All That the said land.

**XII.** In pursuant of the aforesaid Development Agreement, said Partha De executed two Powers of Attorney both dated the 28<sup>th</sup> day of December, 2012, both in favour of one Md. Qamaruddin and both registered at the office of the Additional Registrar of Assurance-III, Kolkata, both in Book No. IV, both CD Volume No.12, Pages 2728 to 2737, Being No.07856 for the year 2012 and Pages 2738 to 2748, Being No.07857 for the year 2012, the Executant therein authorized one Md. Qamaruddin to deal with All that the said land for purpose of the development of the same and to sell transfer the saleable and/or transferable portions of the proposed new buildings to be constructed on the said land.

**XIII.** The said Partha De had mortgaged amongst others the said land with Punjab National Bank to secure the loans and advances of Rs.10,00,00,000/- (Rupees Ten Crores only) granted in favour of Green Concretex Global Limited [hereinafter referred to as the **said loan**].

**XIV.** Due to failure of the repayment, the account of Green Concretex Global Limited was classified as a Non Performing Asset on 30.09.2013 and the Bank had initiated action under SARFAESI Act, 2002 and further filed an application under Section 19 of Recovery of Debts due to Banks and Financial Institutions Act, 1993 being OA No.288 of 2013 (Punjab National Bank -vs- Green Concretex Global Limited & Ors.) for recovery of the said loan and in those proceedings had taken symbolic possession of the said land.

**XV.** During the pendency of the said proceedings, the said Green Concretex Global Limited submitted an OTS (One Time Settlement) proposal and the Bank has approved the same. The said account was thus amicably settled by and between the parties upon payment of a sum of Rs.8,15,00,000/- (Rupees Eight Crores Fifteen Lacs only) and on the terms agreed upon on 31.12.2014 and the symbolic possession of the said land taken by the Bank was restored back to the said Partha De.

**XVI.** The Parties to the said proceeding being OA No.288 of 2013 (Punjab National Bank -vs- Green Concretex Global Limited & Ors.) filed a joint petition before the Learned Tribunal-I, Kolkata Debts Recovery for recording the said compromise and accordingly the decree was passed whereby the mortgage or charge in respect of the said land stood satisfied and released.



**XVII.** By a Deed of Cancellation dated the 16<sup>th</sup> day of February, 2015, made between the said Partha De therein referred to as the Owner of the First Part, the said Orion Infra Nirman Private Limited therein referred to as the Developer of the Second Part and one Allworth Tradecom Private Limited and others therein collectively referred to as the Purchasers 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.7, Pages 2521 to 2532, Being No.01941 for the year 2015, and the aforesaid Development Agreement was cancelled by and between the parties on the terms and condition mentioned therein.

**XVIII.** By a Deed of Revocation of Power dated the 16<sup>th</sup> day of February, 2015, made between the said Partha De therein referred to as the Owner of the One Part and the said Md. Qamaruddin therein referred to as the Attorney of the Other Part and registered at the office of the District Sub-Registrar- IV, South 24-Parganas in Book No.IV, CD Volume No.1, Pages 2142 to 2150, Being No.00188 for the year 2015, the said Partha De has revoked the above recited two Powers of Attorney altogether and the said revocation was duly accepted by the said Attorney.

**XIX.** By an Agreement dated the 16<sup>th</sup> day of February, 2015, made between the said Partha De therein referred to as the Owner of the One Part and the said Allworth Tradecom Private Limited and others therein collectively referred to as the Purchasers of the Other Part and the Purchasers herein and registered at the office of the District Sub-Registrar- IV, South 24-Parganas in Book No.I, CD Volume No.7, Pages 2497 to 2520, Being No.02144 for the year 2015, the Owner therein agreed to sell and the Purchasers therein agreed to purchase All that the said land at and for the terms and conditions and consideration mentioned therein.

**XX.** By a Tripartite Agreement dated the 16<sup>th</sup> day of February, 2015, made between Punjab National Bank therein referred to as the Bank of the First Part, the Vendor herein therein referred to as the Constituent of the Second Part and the said Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private Limited, Kyal Developers Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave Pvt Ltd, Green Field Niketan Private Limited and Rainbow Enclave Pvt. Ltd., therein referred to as the Purchasers of the Third Part, the Bank therein agreed to release All That the said land and issue a No-objection letter in favour of the Purchasers therein upon receipt of the entire amount under the said OTS (One Time Settlement) proposal.

**XXI.** As per the said Tripartite Agreement dated the 16<sup>th</sup> day of February, 2015, the said Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private Limited, Kyal Developers



Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave Pvt Ltd, Green Field Niketan Private Limited and Rainbow Enclave Pvt. Ltd., have paid to the Bank the full OTS (One Time Settlement) amount of Rs.8,15,00,000/- (Rupees Eight Crores Fifteen Lacs only) and the Bank has issued a No-objection letter dated 27<sup>th</sup> March, 2015 in favour of the said Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private Limited, Kyal Developers Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave Pvt Ltd, Green Field Niketan Private Limited and Rainbow Enclave Pvt. Ltd.

**XXII.** By a Deed of Conveyance dated the 20<sup>th</sup> day of April, 2015 made between the said Partha De therein referred to as the Vendor of the One Part and one Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private Limited, Kyal Developers Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave Private Limited, Green Field Niketan Private Limited and Rainbow Enclave Private Limited therein jointly referred to as the Purchasers of the Other Part and registered at the office District Sub-Registrar- IV, South 24-Parganas in Book No.I, CD Volume No.11, Pages 3231 to 3254, Being No.03473 for the year 2015 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the said land.

**XXIII.** By a Deed of Conveyance dated the 20<sup>th</sup> day of May, 2015 made between the said Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private Limited, Kyal Developers Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave Private Limited, Green Field Niketan Private Limited and Rainbow Enclave Private Limited, therein jointly referred to as the Vendors of the One Part and one Ayanna Builders Private Limited, Winsome Infra Private Limited, Wily Builders Private Limited, Worthy Builders Private Limited, Enable Estate Private Limited, Empire Highrise Private Limited, Balaji Development Pvt. Ltd., and Dover Park Builders 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, Volume No.1604-2015, Pages 970 to 1038, Being No. 160404174 for the year 2015 the Vendors therein at 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 68 decimals, be the same a little more or less in R.S. Dag Nos.46 and 55 corresponding to L.R. Dag Nos.49 and 63, being the portion of the said land.

**XXIV.** Thus the said Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private Limited, Kyal Developers Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave





Private Limited, Green Field Niketan Private Limited and Rainbow Enclave Private Limited are now seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of land containing an total area of 213 decimals be the same a little more or less lying situate at Mouza Dhamaitala, J.L. No.75, Touzi No.3-4, R.S. Dag Nos. 39, 40, 41, 42, 46, 56, 60, 61, 62, 64, 63, 59, 58 and 55 corresponding to L.R. Dag Nos. 27, 44, 45, 46, 49, 50, 51, 52, 53, 58, 59, 60, 62 and 63 under L.R. Khatian Nos.706, 707, 708, 709, 711, 710, 712 and 713, Police Station-Sonarapur, Ward No.25 within the limits of Rajpur-Sonarapur Municipality, District South 24 Parganas.

## 6. RESULT OF THE SEARCHES:

### a) Registration Offices:

From the Index-II searches made in respect of R.S. Dag Nos.39, 40, 41, 42, 46, 56, 60, 61, 62, 64, 63, 59, 58 and 55 during the aforementioned period at the office of Registrar of Assurances, Kolkata, no adverse entry was found. However, it transpires that the Pages for the years 1994, 2000 and 2001 are torn and/or partly torn and Volume are not available for the years 1984, 1985, 1986, 1988, 1989, 1990, 1991, 1992 and 1995 and Book are not available for the years 1997 and 1999. Hence, the searches were carried out on the basis of available records. A copy of the said search report is annexed herewith marked with letter "**B-1**".

From the Index-II searches made in respect of R.S. Dag Nos.39, 40, 41, 42, 46, 56, 60, 61, 62, 64, 63, 59, 58 and 55 during the aforementioned period at the office of Distract Registrar, Alipore, the following entry was found:-

Volume	Page	Deed No.	Nature	R.S. Dag/ Khatian No.	Area
10	1561 to 1681	2898/2012	Sale	Dag No.42 Kh. No.195	1.28 decimals

However, it transpires that the Pages for the years 1990, 1991, 1997, 1998, 1999, 2000, 2001 and 2002 are torn and/or partly torn and Volume are damaged for the years 1984 to 1987. Hence, the searches were carried out on the basis of available records. A copy of the said search report is annexed herewith marked with letter "**B-2**".



From the Index-II searches made in respect of R.S. Dag Nos.39, 40, 41, 42, 46, 56, 60, 61, 62, 64, 63, 59, 58 and 55 during the aforementioned period at the office of Sub-Registrar, Sonarpur, no adverse entry was found. However, it transpires that the Pages for the years 1986, 1987, 1988, 1990, 1991, 1994 to 2006 are torn and/or partly torn and Volume are damaged for the year 1985 and Book is not available for the year 1984. Hence, the searches were carried out on the basis of available records. A copy of the said search report is annexed herewith marked with letter **"B-3"**.

**b] Courts:**

From the searches made in the suit register of the court of Civil Judge (Senior Division) and 2<sup>nd</sup> Civil Judge (Junior Division) at Baruipur against the abovementioned names during the abovementioned period it transpires that no money suit and title suit has been filed in the abovementioned Courts during the aforementioned period. A copy of the said search report is annexed herewith marked with letter **"C"**.

**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. We have already applied under the Right to Information Act, 2005 for the official information before the said authority. However, we are yet to receive any response thereto. A copy of the said search report is annexed herewith marked with letter **"D"**.

**d] Block Land & Land Revenue Officer, Sonarpur:**

From the searches made at the office of the B.L. & L.R.O., Sonarpur it transpires that L.R. Dag Nos.27, 44, 45, 46, 49, 50, 51, 52, 53, 58, 59, 60, 62 and 63 under L.R. Khatian Nos.706, 707, 708, 709, 711, 710, 712 and 713, stands in the name of Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private Limited, Kyal Developers Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave Private Limited, Green Field Niketan Private Limited and Rainbow Enclave Private Limited. A copy of the said L.R. Parcha is annexed herewith marked with letter **"E"**.



**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 said Owners have title thereto as aforesaid.

Dated this the <sup>24<sup>th</sup></sup>.... day of August, 2015.

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

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

T0832b

