



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. **THYONE RETAIL PRIVATE LIMITED,**
having its registered offices at
205/2, Netaji Subhash Road,
Police Station-Behala,
Kolkata-700 034.
2. **GALTONIA BUILDERS PRIVATE LIMITED,**
having its registered office at
65, Roypur Bande Ali Pally,
Police Station-Bansdroni,
Kolkata-700070.
3. **AYANNYA CONSTRUCTION PRIVATE LIMITED**
4. **ETAKA HOMES PRIVATE LIMITED**
both having their registered office at
55/1A, Strand Road, Room No. 2,
5th Floor, Police Station-Jorabagan
Kolkata-700006.
5. **WRIDDHI INFRASTRUCTURE PRIVATE LIMITED**
having its registered office at
161/1, Mahatma Gandhi Road,
Room No.41,
Police Station-Jorasanko,
Kolkata-700007.
6. **DIPAK KUMAR JAYASWAL**
7. **ANUP KUMAR JAYASWAL**
both residing at 22B, Orphangunj Road,
Khidderpore
Police Station-Watgunj,
Kolkata-700023.

1. DESCRIPTION OF THE LAND:

ALL THAT the piece and parcel of land containing an area of 43 decimals be the same a little more or less situate and lying at Daulatput, J.L. No.79, Police Station-Bishnupur, R.S. and L.R. Dag No.28, R.S. Khatian No.326, L.R. Khatian Nos.4168, 4236, 4144, 4174, 4204, 2150

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and 2151 within the limits of Kulerdari Gram Panchayat, District South 24 Parganas.

2. DOCUMENTS PERUSED:

Photo-copies of the following:-

A. Deed of Conveyance dated the 23rd day of August, 1996 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Deepak Kumar Jayaswal and Anup Kumar Jayaswal therein referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, Volume No.30 Pages 351 to 356, Being No.2870 for the year 1996. Annexed herewith and marked with letter **"A 1"**.

B. Deed of Conveyance dated the 26th day of December, 2014 made between the said Smt. Rekha Bhattacharya and Smt. Soma Sengupta (nee Bhattacharya) therein jointly referred to as Vendors of the One Part and one Ayanna Construction Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, in Book No.I, CD Volume No.25, Pages 2271 to 2286, Being No.6946 for the year 2014. Annexed herewith and marked with letter **"A 2"**.

C. Deed of Conveyance dated the 20th day of February, 2015 made between the said Smt. Pragati Das therein referred to as Vendor of the One Part and one Etaka Homes Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.6, Pages 1218 to 1233, Being No.1599 for the year 2015. Annexed herewith and marked with letter **"A 3"**.

D. Indenture of Conveyance dated the 12th day of March, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Thyone Retail Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.8, Pages 940 to 952, Being No.2388 for the year 2015. Annexed herewith and marked with letter **"A 4"**.

E. Deed of Conveyance dated the 7th day of May, 2015 made between the said Krishna Kumar Podder and Smt. Sabita Podder therein jointly referred to as Vendors of the One Part and one Wriddhi Infrastructure Private Limited therein referred to as the Purchaser 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.11, Pages 7808 to 7823, Being No.03798 for the year 2015. Annexed herewith and marked with letter **"A 5"**.

F. Indenture of Conveyance dated the 16th day of July, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Galtonia Builders Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar-IV, South 24-Parganas in Book No.I, Volume No.1604-2015, Pages 36295 to 36325, Being No.160405444 for the year 2015. Annexed herewith and marked with letter **"A 6"**.

G. Following search reports:-

a) Report dated the 29.06.2013 of the Index-II search conducted by Ms. Sujata Ghosh Advocate at the offices of i] District Registrar IV, Alipore and ii] Additional District Sub-Registrar, Bishnupur in respect of the above land from 1978 to 2013. Annexed herewith and collectively marked with letter **"B 1"**.

b) Report dated the 21.06.2014 of Index-II search conducted by the searcher Sri Swapan Nath at the offices of i] Registrar of Assurances, Kolkata, ii] District Registrar, Alipore and iii] Additional District Sub-Registrar, Bishnupur in respect of the above land from 1982 to 2014. Annexed herewith and collectively marked with letter **"B 2"**.

c) Report dated 27.01.2016 of Court Search conducted by Sri Ganesh Manna, Advocate in the Court of the Learned 10th Civil Judge [Senior Division] at Alipore and Learned 6th Civil Judge [Junior Division] at Alipore and in the Court of the Learned 2nd Civil Judge [Junior Division] at Alipore in the names of Smt. Rekha Bhattacharya from 2004 to 2014 and Smt. Pragati Das from the year 2014 to 2015. Annexed herewith and marked with letter **"C"**.

d) Official reply received from the office of the Land Acquisition Collector, South 24-Parganas Vide Memo No.LA/info/1909/P/Alipore-12 dated 13.12.2013. Annexed herewith and marked with letter **"D"**.

e) Certified copies of the Land Reforms Record of Rights (ROR) obtained from the office of the Block Land & Land Reforms Officer Bishnupur-I at Bhasa South 24-Parganas. Annexed herewith and marked with letter **"E"**.

f) Conversion Certificates issued by the Block Land & Land Reforms Officer Bishnupur-I at Bhasa South 24-Parganas vide Memo Nos. S-2/408/13, S-2/413/13, S-2/415/13, S-2/582/13, S-2/841/13, S-



2/848/13 and S-2/849/13 all dated the 22.6.2015 Annexed herewith and collectively marked with letter "F".

g) Official reply received from the office of the Kolkata Metropolitan Development Authority (KMDA) vide Memo No.394/KMDA/ Estt./LAM-792(Pt.) dated 20.11.2014. Annexed herewith and collectively marked with letter "G".

h) Official reply received from the office of the Competent Authority under Urban Land (Ceiling & Regulation) Act 1976 vide Memo No. 1/6/8/ULC dated 7.9.2015. Annexed herewith and collectively marked with letter "H".

3. SCOPE LIMITATION:

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

We have assumed that the copies of the documents and papers, and original reports and letters provided to us:

- a) are genuine documents, papers, reports and letters;
- b) bear the genuine signatures, dates, stamps, seals and other markings;
- c) in connection with any particular issue are the only documents available with the Owners relating to such issue;
- d) have not been superseded by any other document not made available to us for whatever reason;
- e) are true, correct and 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.

We have not carried out any searches ourselves or under our supervision and relied upon the above reports submitted to us by the client and this Report is being prepared solely based on those.

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.

4. DEVOLUTION OF TITLE:

W H E R E A S:

A. One Akhil Kumar Naskar was seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 47 Decimals be the same a little more or less situate lying at Mouza Daulatpur, J.L. No.79, Police Station-Bishnupur, Touzi No.1299, 1774 and 1775, R.S. No.341, R.S. Dag No.28, R.S. Khatian No.326 in the District of South 24-Parganas (hereinafter referred to as the "**said entire land**").

B. The said Akhil Kumar Naskar who during his lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his four sons namely Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar and three daughters namely Smt. Basantee Naskar, Smt. Ashima Naskar and Smt. Anima Naskar as his only heirs heiresses and legal representative who upon his death inherited the **said entire land** in equal shares.

C. By two several Deeds of Conveyance both dated the 5th day of October, 1994 made between the said Jiban Kumar Naskar and Ors. therein jointly referred to as Vendors of the One Part and one Krishna Kumar Podder and Smt. Sabita Podder therein jointly referred to as the Purchasers of the Other Part and both registered at the Office of the Sub-Registrar, Bishnupur, in Book No.I, Volume Nos.43 and 47, Pages 497 to 506 and 1 to 10, Being Nos.4230 and 4236 respectively for the year 1994,



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 piece and parcel of land measuring an area of 5 cottahs be the same a little more or less out of the **said entire land.**

D. By another Deed of Conveyance dated the 15th day of March, 1995 made between the said Jiban Kumar Naskar and Ors. therein jointly referred to as Vendors of the One Part and one Smt. Bharati Chatterjee therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, Volume No.12, Pages 203 to 212, Being No.973 for the year 1995, the said Vendors 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 measuring an area of 2 cottahs and 8 chittacks equivalent to 4.13 sataks be the same a little more or less out of the **said entire land.**

E. The said Smt. Bharati Chatterjee who during her lifetime was a Hindu and governed by the Dayabhaga School of Hindu Law died intestate leaving her surviving her husband Tapan Kumar Chatterjee and only son Ritwik Chatterjee as her only heirs and legal representatives who upon her death jointly inherited All That the said piece and parcel of land containing an area of 2 cottahs and 8 chittacks equivalent to 4.13 decimals which she acquired by way of purchase vide Deed No.973 for the year 1995.

F. By another Deed of Conveyance dated the 20th day of August, 1996 made between the said Jiban Kumar Naskar and Ors. therein jointly referred to as Vendors of the One Part and one Ashutosh Mukhopadhyay therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, Volume No.30, Pages 193 to 204, Being No.2830 for the year 1996, the said Vendors 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 measuring an area of 30.50 sataks be the same a little more or less out of the **said entire land.**

G. The said Ashutosh Mukhopadhyay had recorded his name in the office of Block Land & Land Reforms Officer, Bishnupur-I, and opened new Land Reform Khatian No.268/1 against the aforesaid Dag.

H. By another Deed of Conveyance dated the 23rd day of August, 1996 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Anup Kumar Jayaswal and Deepak



Kumar Jayaswal therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, South 24-Parganas in Book No.I, Volume No.30 Pages 351 to 356, Being No.2870 for the year 1996, the said Vendor therein 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 measuring an area of 11.5 decimals be the same a little more or less out of the **said entire land**.

I. By another Deed of Conveyance dated the 22nd day of May, 1998 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Smt. Rekha Bhattacharya and Smt. Soma Sengupta (nee Bhattacharya) therein jointly referred to as the Purchasers of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, in Book No.I, Volume No.13, Pages 271 to 280, Being No.1218 for the year 1998, the said Vendor therein 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 measuring an area of 4 decimals be the same a little more or less out of the **said entire land**.

J. By another Deed of Conveyance dated the 22nd day of December, 2014 made between the said Tapan Kumar Chatterjee and Ritwik Chatterjee therein jointly referred to as Vendors of the One Part and one Smt. Pragati Das therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar-IV, South 24-Parganas, in Book No.I, Volume No.57, Pages 1163 to 1187, Being No.9632 for the year 2014, 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 measuring an area of 4.13 decimals be the same a little more or less which they have acquired by way of inheritance.

K. By another Deed of Conveyance dated the 26th day of December, 2014 made between the said Smt. Rekha Bhattacharya and Smt. Soma Sengupta therein jointly referred to as Vendors of the One Part and one Ayanna Construction Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar, Bishnupur, in Book No.I, CD Volume No.25, Pages 2271 to 2286, Being No.6946 for the year 2014, 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 measuring an area of 4 decimals be the same a little more or less so purchased by them jointly vide Deed No.1218 for the year 1998.



L. By another Deed of Conveyance dated the 20th day of February, 2015 made between the said Smt. Pragati Das therein referred to as Vendor of the One Part and one Etaka Homes Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.6, Pages 1218 to 1233, Being No.1599 for the year 2015, 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 piece and parcel of land measuring an area of 4.13 decimals be the same a little more or less so purchased by her vide Deed No.9632 for the year 2014.

M. By another Indenture of Conveyance dated the 12th day of March, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Thyone Retail Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.8, Pages 940 to 952, Being No.2388 for the year 2015, 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 piece and parcel of land measuring an area of 10 sataks be the same a little more or less out of the **said entire land**.

N. By another Deed of Conveyance dated the 7th day of May, 2015 made between the said Krishna Kumar Podder and Smt. Sabita Podder therein jointly referred to as Vendors of the One Part and one Wriddhi Infrastructure Private Limited therein referred to as the Purchaser 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.11, Pages 7808 to 7823, Being No.03798 for the year 2015, 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 measuring an area of 5 cottahs be the same a little more or less so purchased by them vide Deed Nos.4230 and 4236 for the year 1994.

O. By another Indenture of Conveyance dated the 16th day of July, 2015 made between the said Ashutosh Mukhopadhyay therein referred to as Vendor of the One Part and one Galtonia Builders Private Limited therein referred to as the Purchaser of the Other Part and registered at the Office of the Additional District Sub-Registrar-IV, South 24-Parganas in Book No.I, Volume No.1604-2015, Pages 36295 to 36325, Being No.160405444 for the year 2015, 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



piece and parcel of land measuring an area of 6 sataks Decimals be the same a little more or less out of the **said entire land**.

P. Thus the said Anup Kumar Jayaswal and ors jointly became the absolute Owners of All that the piece and parcel of land containing an area of 43.5 decimals out of the **said entire land** (hereinafter referred to as the **said Land**) and the said Anup Kumar Jayaswal and ors have recorded their respective names in respect thereto in the office of the Block Land and Land Reforms Officer, Bishnupur, South 24-Parganas and duly obtained their respective Land Reforms Khatian Numbers.

6. RESULT OF THE SEARCHES:

On perusal of the reports as aforesaid we find that the result of the aforesaid searches are as follows:

a] Registration Offices:

From the Index-II searches made in respect of R.S. Dag No.28 during the aforementioned period at the office of Registrar of Assurances, Kolkata, it transpires that the concerned Pages for the years 1982, 1987, 1992, 1993, 1994 and 2000 are torn and/or partly torn and Volumes are transferred therefore not available for inspection for the years 1984, 1985 and 1986, and Books are not available for the years 1997 and 1999. From the available records it transpires that there is no adverse entry against the **said land** during the aforementioned period.

From the Index-II searches made in respect of R.S. Dag No.28, during the aforementioned period at the office of Distract Registrar, Alipore, it transpires that the concerned Pages for the years 1988, 1991, 1994, 1999, 2000 and 2001 are torn and/or partly torn and the volumes for the years 1982, 1983, 1984, 1985 1986 and 1987. From the available records it transpires that there is no adverse entry against the **said land** during the aforementioned period.

From the Index-II searches made in respect of R.S. Dag No.28, during the aforementioned period at the office of Additional District Sub-Registrar, Bishnupur, it transpires that the concerned Pages for the year 1989 is torn and/or partly torn, Volumes are transferred therefore not available for the years 1983, 1984 and 1999 and Books are not available for the year 1991. From the available records it transpires that there is no adverse entry against the **said land** during the aforementioned period.



b] Courts:

From the searches made at the respective Courts both (Senior and Junior Divisions). It appears that no money suit, title suit, money execution case, title execution case has been filed against the names of the Smt. Rekha Bhattacharya and Smt. Pragati Das in the aforesaid Courts touching the **said Land**.

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 **said Land** is not affected by any acquisition or requisition proceedings.

d] Block Land & Land Reforms Officer, Bishnupur-I at Bhasa South 24-Parganas:

From the searches made at the office of the B.L. & L.R.O., Bishnupur-I, it transpires that the recorded owners in respect of the abovementioned dag No. are Thyone Retail Private Limited (10 decimal), L.R. Khatian No.4168, Galtonia Builders Private Limited (6 decimals), L.R. Khatian No.4236, Ayanna Construction Private Limited (4 decimals), L.R. Khatian No.4144, Etaka Homes Private Limited (4 decimals) L.R. Khatian No.4174, Wriddhi Infrastructure Private Limited (8 decimals) L.R. Khatian No.4204, Anup Kumar Jaiswal (6 decimals) L.R. Khatian No.2150, and Dipak Kumar Jaiswal (5 decimals) L.R. Khatian No.2151 and the **said Land** has been classified as "Sali".

It is also evident from the Conversion Certificate obtained from the office of the Block Land and Land Reforms Officer Bishnupur-I, at Bhasa, South 24-Parganas that the **said Land** has been converted from "Sali" to "Bastu".

e] Kolkata Metropolitan Development Authority:

From the searches made in the office of the Kolkata Metropolitan Development Authority it transpires that presently, the **said Land** is not acquired for any KMDA project.

f] Urban Land (Ceiling & Regulation) Act, 1976:

From the searches made at the office of the Sub Division Officer and Competent Authority, under Urban Land (Ceiling & regulation) Act 1976 it transpires that the **said Land** is not vested.



6. CERTIFICATION:

On perusal of the aforesaid Reports and documents furnished by the client and based on the official reports obtained by the client from the offices and departments concerned, we are of the view that the title of the **said Land** appears to be marketable and the Owners have marketable title to the same.

Dated this ^{28th}..... day of March, 2016.

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


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



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