



# 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 AGRI PRODUCTS PRIVATE LIMITED,**

having its registered offices at  
119, Bhupen Roy Road,  
Police Station-Behala,  
Kolkata-700 034.

2. **ÉCLAIR INFRACON PRIVATE LIMITED,**
3. **ETAKA REALESTATE PRIVATE LIMITED**
4. **EKDANT INFRACON PRIVATE LIMITED**
5. **AYANNYA PROJECTS PRIVATE LIMITED**
6. **AYANNYA PROPERTIES PRIVATE LIMITED**  
all having their respective registered office at  
55/1A, Strand Road, Room No. 2,  
5<sup>th</sup> Floor, Police Station-Jorabagan  
Kolkata-700006.
7. **EKARAJ BUILDCON PRIVATE LIMITED**
8. **EKARAJ PROPERTIES PRIVATE LIMITED**
9. **EKARAJ REAL ESTATE PRIVATE LIMITED**
10. **EESHVI TOWER PRIVATE LIMITED**  
all having their respective registered office at  
122/1R, Satyendranath Majumdar Sarani,  
Police Station-Tollygunge  
Kolkata-700026.
11. **WRIDDHI DEVELOPER PRIVATE LIMITED**
12. **IKKA INFRA PROJECTS PRIVATE LIMITED**
13. **WISHFUL BUILDCOM PRIVATE LIMITED**  
all having their respective registered office at  
161/1, Mahatma Gandhi Road,  
Room No.41,  
Police Station-Jorasanko,  
Kolkata-700007.

### DESCRIPTION OF THE LAND:

**ALL THAT** the piece and parcel of land containing an area of 60 decimals be the same a little more or less situate and lying at Daulatpur,

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J.L. No.79, Police Station-Bishnupur, R.S. and L.R. Dag No.32, L.R. Khatian Nos.2964, 4256, 4255, 4257, 4125, 4126, 4136, 4140, 4139, 4138, 4254, 4258 and 4253 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 27<sup>th</sup> day of February, 2013 made between one Jousmina Kahtoon therein referred to as Vendor of the One Part and one Thyone Agri Products 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, CD Volume No.7, Pages 2653 to 2668, Being No.1529 for the year 2013. Annexed herewith and marked with letter **"A 1"**.

B. Deed of Conveyance dated the 22<sup>nd</sup> day of December, 2014 made between one Parul Mondal alias Parul Bala Kayal therein referred to as Vendor of the One Part and one Ayanna Projects Pvt. Ltd. and Ayanna Properties 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, CD Volume No.58, Pages 1086 to 1101, Being No.9736 for the year 2014. Annexed herewith and marked with letter **"A 2"**

C. Deed of Conveyance dated the 21<sup>st</sup> day of January, 2015 made between one Anjan Basu therein referred to as Vendor of the First Part and one Eakraj Properties Private Limited, Eakraj Real Estate Private Limited, Eeshvi Tower Private Limited and Wishful Build-con Private Limited therein jointly referred to as the Purchasers of the Second Part and Lakhmi Kanta Kayal, Smt. Parul Mondal nee Kayal, Debi Mondal nee Kayal, Smt. Rina Naskar nee Kayal, Smt. Bharati Sardar nee Mondal, Bikash Mondal, Smt. Piyangbada Mondal, Ruhitayy Mondal therein jointly referred to as the Confirming Parties 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.3, Pages 3898 to 3915, Being No.509 for the year 2015. Annexed herewith and marked with letter **"A 3"**

D. Indenture of Conveyance dated the 1<sup>st</sup> day of September, 2015 made between one Ayanna Properties Pvt. Ltd. therein referred to as Vendor of the One Part and one Éclair Infracon Private Limited, Etaka Realestate Private Limited, Ekaraj Buildcon Private Limited, Ekdant Infracon Private Limited, Wriddhi Developer Private Limited and Ikka Infra Projects 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, Volume No.1604-2015, Pages 74301 to 74321, Being No.160406898 for the year 2015. Annexed herewith and marked with letter **"A 4"**

E. The 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 the Court Search conducted by Sri Ganesh Manna, Advocate in the Court of the Learned 10<sup>th</sup> Civil Judge [Senior Division] at Alipore and Learned 6<sup>th</sup> Civil Judge [Junior Division] at Alipore and in the Court of the Learned 2<sup>nd</sup> Civil Judge [Junior Division] at Alipore in the names of Smt Parulbala Kayal from 2003 to 2014, Jousmina Khatun from 2011 to 2013 and Anjan Basu from the year 2012 to 2015. Annexed herewith and collectively marked with letter **"C"**.

d) Official reply received from the office of the Land Acquisition Collector, South 24-Parganas vide Memo No.LA/info/267/P/Alipore-13/651 dated 28.02.2013 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-2/840/13, S-2/842/13, S-2/846/13, S-2/844/13 dated 22.09.2015 and S-2/930/13 dated the 15.10.2015. 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 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 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 Dulal Kayal was absolutely seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 45 Decimals be the same a little more or less situate lying at Mouza Daulatpur, J.L. No.79, Police Station-Bishnupur, Touzi No.1299, R.S. No.341, R.S. and L.R. Dag No.32, L.R. Khatian No.831 in the District of South 24-Parganas, under Kulerdari Gram Panchayat (hereinafter referred to as the **said First Plot of Land**).

B. The said Dula Kayal duly mutated and recorded his name in the office of the Block Land and Land Reforms Officer Bishnupur South 24-Parganas and obtained Land Reforms Khatian Number being L.R. Khatian No.831.

C. One Parul Mondal alias Parul Bala Kayal was absolutely seized and possessed and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring an area of 15 Decimals be the same a little more or less situate lying at Mouza Daulatpur, J.L. No.79, Police Station-Bishnupur, Touzi No.1299, R.S. No.341, R.S. and L.R. Dag No.32, L.R. Khatian No.1076 in the District of South 24-Parganas, under Kulerdari Gram Panchayat (hereinafter referred to as the **said Second Plot of land**).

D. The said Parul Mondal alias Parul Bala Kayal duly mutated and recorded her name in the office of the Block Land and Land Reforms Officer Bishnupur South 24-Parganas and obtained Land Reforms Khatian Number being L.R. Khatian No.1076.

E. By a Deed of Conveyance dated the 9<sup>th</sup> day of December, 2011 made between the said Dulal Kayal therein referred to as Vendor of the One Part and one Jousmina Kahtoon 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.29, Pages 3573 to 3885, Being No.8824 for the year 2011, 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 containing an area of 5 cottahs equivalent to 8.26 decimals be the same a little more or less out of the **said First Plot of Land.**

F. By another Deed of Conveyance dated the 12<sup>th</sup> day of December, 2011 made between the said Dulal Kayal therein referred to as Vendor of the One Part and one Anjan Basu 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.1, Pages 4059 to 4072, Being No.00232 for the year 2012, 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 containing an area of 37 decimals be the same a little more or less out of the **said First Plot of land.**

G. The said Anjan Basu duly mutated and recorded his name in the records of the Block Land and Land Reforms Officers Bishnupur South 24-Parganas and obtained Land Reforms Khatian No. being L.R. No.2713.

H. By another Deed of Conveyance dated the 27<sup>th</sup> day of February, 2013 made between the said Jousmina Khatoon therein referred to as Vendor of the One Part and one Thyone Agri Products Pvt. Ltd. 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.7, Pages 2653 to 2668, Being No.1529 for the year 2013, 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 said piece and parcel of land containing an area of 5 cottahs equivalent to 8.26 decimals be the same a little more or less which she acquired by way of purchase vide Deed No.8824 of 2011.

I. By an Agreement for Sale dated the 5<sup>th</sup> day of March, 2014 made between the said Anjan Basu therein referred to as the Vendor, one Ekaraj Properties Private Limited, Ekaraj Real Estate Private Limited, Eeshvi Tower Private Limited and Wishful Build-con Private Limited therein jointly referred to as the Purchasers and the said Lakhmi Kanta Kayal, Parul Mondal nee Kayal, Debi Mondal nee Kayal, Rina Naskar nee Kayal, Bharati Sardar nee Mondal, Bikash Mondal, Piyangbada Mondal, Ruhitayy Mondal therein jointly referred to as the Confirming Parties and registered at the Office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.10, Pages 1039 to 1064, Being



No.1734 for the year 2014, the said Vendor therein with the consent and concurrence of the Confirming Parties therein and for the consideration and terms and conditions mentioned therein had agreed to grant, transfer, convey, assign and assure unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 37 decimals be the same a little more or less which he acquired by way of purchase vide Deed No.232 of 2012.

J. By another Deed of Conveyance dated the 22<sup>nd</sup> day of December, 2014 made between the said Parul Mondal alias Parul Bala Kayal therein referred to as Vendor and one Ayanna Projects Pvt. Ltd. and Ayanna Properties Pvt. Ltd. therein jointly referred to as the Purchasers and registered at the Office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.58, Pages 1086 to 1101, Being No.9736 for the year 2014, 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 **said Second Plot of Land.**

K. By another Deed of Conveyance dated the 21<sup>st</sup> day of January, 2015 made between the said Anjan Basu therein referred to as the Vendor and the said Ekaraj Properties Private Limited, Ekaraj Real Estate Private Limited, Eeshvi Tower Private Limited and Wishful Build-con Private Limited therein jointly referred to as the Purchasers and the said Lakhmi Kanta Kayal, Parul Mondal nee Kayal, Debi Mondal nee Kayal, Rina Naskar nee Kayal, Bharati Sardar nee Mondal, Bikash Mondal, Piyangbada Mondal, Ruhitayy Mondal therein jointly referred to as the Confirming Parties 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.3, Pages 3898 to 3915, Being No.509 for the year 2015, the said Vendor therein with the consent and concurrence of the Confirming Parties therein 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 37 decimals be the same a little more or less which he acquired by way of purchase vide Deed No.232 of 2012.

L. By another Indenture of Conveyance dated the 1<sup>st</sup> day of September, 2015 made between the said Ayanna Properties Pvt. Ltd. therein referred to as Vendor of the One Part and one Éclair Infracon Private Limited, Etaka Realestate Private Limited, Ekaraj Buildcon Private Limited, Ekdant Infracon Private Limited, Wriddhi Developer Private Limited and Ikka Infra Projects 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, Volume No.1604-2015, Pages 74301 to 74321, Being No.160406898 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 Purchasers therein All That the piece and parcel of land measuring an area of 6 Decimals out of the **said Second Plot of Land** purchased by the said Ayanna Properties Pvt. Ltd. and another vide Deed No.9736 for the year 2014.

M. Thus the Owners jointly became entitled to All that the piece and parcel of land containing an area of 60 decimals be the same a little more or less (hereinafter referred to as the **said Land**) and the Owners have recorded their respective names in respect thereto in the office of the Block Land and Land Reforms Officer, Bishnupur-I, 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.32 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.32, 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 are not available for inspection. 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.32, 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 inspection 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 said Smt. Parulbala Kayal, Jousmina Khatun and Anjan Basu 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 Agri Products Private Limited (8 decimals), L.R. Khatian No.2964, Éclair Infracon Private Limited (1 decimal), L.R. Khatian No.4256, Etaka Real Estate Private Limited (1 decimal), L.R. Khatian No.4255, Ekaraj Buildcon Private Limited (1 decimal) L.R. Khatian No.4257, Ayannya Projects Private Limited (7.5 decimals) L.R. Khatian No.4125, Ayannya Properties Private Limited (1.5 decimals) L.R. Khatian No.4126, Ekaraj Properties Private Limited (9 decimals) L.R. Khatian No.4136, Ekaraj Real Estate Private Limited (10 decimals) L.R. Khatian No.4140, Eeshvi Tower Private Limited (9 decimals) L.R. Khatian No.4139, Wishful Buildcon Private Limited (9 decimals) L.R. Khatian No.4138, Ekdant Infracon Private Limited (1 decimal) L.R. Khatian No.4254, Wriddhi Developers Private Limited (1 decimal) L.R. Khatian No.4258, Ikka Infra Projects Private Limited (1 decimal) L.R. Khatian No.4253 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 & Regulations) Act, 1976:**

From the official report obtained by the client from the office of the Sub Division Officer and Competent Authority, under Urban Land (Ceiling & Regulations) 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 <sup>28<sup>th</sup></sup> day of March, 2016.

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

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

