

AYUSMAN DEY
Advocate
High Court, Calcutta

CHAMBER
83/2 Sri Ram Dhang Road
Howrah- 711106
Contact- 8336953966

TITLE REPORT

Under instructions and on behalf of our Client **Realtech Nirman Private Limited**, we have caused searches to be made in respect of the Said Property (defined below), details of which searches are given under.

1. Definitions

1.1 In this Report, unless it is contrary or repugnant to the subject or context:

1.1.1 **Said Property:** (1) land measuring 4.45 (four point four five) decimal, equivalent to 2 (two) *cottah* 11 (eleven) *chittack* and 03 (three) square feet, more or less, out of 33 (thirty three) decimal, comprised in R.S/L.R. *Dag* No. 1581, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**First Property**) **And** (2) land measuring 8.57 (eight point five seven) decimal, equivalent to 5 (five) *cottah* 02 (two) *chittack* and 43 (forty three) square feet, more or less, out of 34 (thirty four) decimal, comprised in R.S/L.R. *Dag* No. 1582, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**Second Property**) **And** (3) land measuring 26.71 (twenty six point seven one) decimal, equivalent to 16 (sixteen) *cottah* 02 (two) *chittack* and 25 (twenty five) square feet, more or less, out of 31 (thirty one) decimal, comprised in R.S/L.R. *Dag* No. 1583, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**Third Property**) **And** (4) land measuring 21.40 (twenty one point four zero) decimal, equivalent to 12 (twelve) *cottah* 15 (fifteen) *chittack* and 07 (seven) square feet, more or less, out of 71 (seventy one) decimal, comprised in R.S/L.R. *Dag* No. 1584, recorded in

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L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**Fourth Property**) **And** (5) land measuring 142 (one hundred forty two) decimal, equivalent to 85 (eighty five) *cottah* 14 (fourteen) *chittack* and 25 (twenty five) square feet, more or less, comprised in R.S./L.R. *Dag* No. 1586, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1, 1330/1 and 1312/1, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**Fifth Property**) **And** (6) land measuring 20.55 (twenty point five five) decimal, equivalent to 12 (twelve) *cottah* 06 (six) *chittack* and 41 (forty one) square feet, more or less, out of 87 (eighty seven) decimal, comprised in R.S./L.R. *Dag* No. 1587, recorded in L.R. *Khatian* Nos. 7/1, 297/1, 1258/1, 1283/1 and 1312/1, *Mouza* Mohammadpur, J. L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**Sixth Property**) **And** (7) land measuring 33 (thirty three) decimal equivalent to 19 (nineteen) *cottah* 15 (fifteen) *chittack* and 20 (twenty) square feet, more or less, comprised in R.S./L.R. *Dag* No. 1492, recorded in L.R. *Khatian* Nos. 8134, 8135, 8136, 8137, 8138, 8139, 8184, 8185 and 8186, *Mouza* Mohammadpur, J. L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**Seventh Property**) **And** (8) land measuring 41.25 (forty one point two five) decimal equivalent to 24 (twenty four) *cottah* 15 (fifteen) *chittack* and 14 (fourteen) square feet, more or less, comprised in R.S./L.R. *Dag* No. 1493, recorded in L.R. *Khatian* No. 8134, 8135, 8136, 8137, 8138, 8139, 8184, 8185 and 8186, *Mouza* Mohammadpur, J. L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, Additional District Sub-Registrar Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas (**Eighth Property**), the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property, the Sixth Property, the Seventh Property and the Eighth Property **totaling to** land measuring 297.93 (two hundred ninety seven point nine three) decimal, equivalent to 180 (one hundred eighty) *cottah* 03 (three) *chittack* 43 (forty three) square feet, more or less

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- 1.1.2 **Owners** shall mean
- 1.1.2.1 **Sahidul Islam Mondal *alias* Sahidul Islam Molla**, son of Lal Mohhamad Mondal *alias* Hazi Lal Mohammad Molla, by faith Muslim, by occupation – Business, residing at Mahammodpur, Police Station Rajarhat, District North 24 Parganas [PAN AAWP1736]
- 1.1.2.2 **Wahidul Islam Mondal *alias* Md. Wahidul Islam**, son of Lal Mohhamad Mondal *alias* Hazi Lal Mohammad Molla, by faith Muslim, by occupation – Business, residing at Mahammodpur, Police Station Rajarhat, District North 24 Parganas [PAN AALPI5195H]
- 1.1.2.3 **Sahajahan Mondal *alias* Sahajahan Islam Molla**, son of Lal Mohhamad Mondal *alias* Hazi Lal Mohammad Molla, by faith Muslim, by occupation – Business, residing at Mahammodpur, Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135 [PAN BNSPM7550H]
- 1.1.2.4 **Safikul Islam Mondal *alias* Safikul Islam Molla**, son of Lal Mohhamad Mondal *alias* Hazi Lal Mohammad Molla, by faith Muslim, by occupation – Business, residing at Mahammodpur, Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135 [PAN CNEPM5054K]
- 1.1.2.5 **Salim Mondal *alias* Salim Molla**, son of Lal Mohhamad Mondal *alias* Hazi Lal Mohammad Molla, by faith Muslim, by occupation – Business, residing at Mahammodpur, Police Station Rajarhat, District North 24 Parganas [PAN APMPM7222H]
- 1.1.2.6 **Realtech Housing Company**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN

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AAQFR 8574 C], being represented by its partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157

1.1.2.7 **Realtech Builders Company**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [**PAN AARFR 1898 N**], being represented by its partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157

1.1.2.8 **Reality Developers & Co.**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [**PAN AAQFR 8294 P**], being represented by its partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157

1.1.2.9 **N. R. Construction Company**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157 [**PAN AAKFN 7573 K**], being represented by its partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.

1.1.2.10 **Neha Griha Nirman Company**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157 [**PAN**

AAKFN 7570 L], being represented by its partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157

1.1.2.11 **R. B. Development Company**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157 [**PAN AAQFR 6763 B**], being represented by its partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157

1.1.2.12 **Skyscraper Developers Company**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [**PAN ACMFS 7759 L**], being represented by its partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.

1.1.2.13 **Skyscraper Realmoon Construction**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [**PAN ACMFS7760 B**], being represented by its Partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.

1.1.2.14 **Reality Realestate Company**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AAQFR 8576 A], being represented by its partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.

1.1.3 **Developer** shall mean **Realtech Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati (formerly Rajarhat), Kolkata-700157.

2. Production of Documents of Title

2.1 Inspection of original/certified copies of documents of title in respect of the Said Property was given and photocopies thereof were produced before us, details whereof are mentioned in **Annexure A** hereto.

3. Offices Where Searches Have Been Conducted

3.1 **Registration Office**

Index-II

➤ From the year 1985 to 2016 in respect of R.S/L.R. Dag Nos. 1581,1582, 1583, 1584, 1586, 1587, 1492 and 1493, L.R. Khatian Nos. 7/1, 297/1, 1258/1, 1283/1, 1312/1, 8134, 8135, 8136, 8137, 8138, 8139, 8184, 8185 and 8186, in Mouza Mohammadpur, J. L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 Gram Panchayat, Additional District Sub-Registration Rajarhat (formerly Bidhannagar Salt Lake City), District North 24 Parganas

3.1.1 District Registrar Barasat, District North 24 Parganas

year 2014, Abu Bakkar Mistri & Others jointly sold, conveyed and transferred land measuring 4 (four) decimal, out of Second Portion of Third Property, to Safikul Islam Mondal alias Safikul Islam Molla (Owner No. 1.1.2.4 herein) and Salim Mondal *alias* Salim Molla (Owner No. 1.1.2.5 herein), for the consideration mentioned therein.

4.17 Ownership of Iman Ali Molla: Iman Ali Molla, was the recorded owner of land measuring 17.75 (seventeen point seven five) decimal comprised in R.S./L.R. *Dag* No. 1584, recorded in L.R. *Khatian* No. 255 at *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, District North 24 Parganas (**First Portion of Fourth Property**).

4.18 Demise of Iman Ali Molla: Iman Ali Molla, a Muslim, governed by the Sunni School of Mohammedan Law, died *intestate* leaving behind his wife, Rahimonnechha Bibi, 3 (three) son, namely, Eyazul Molla, Arijul Molla and Emdadul Molla and 5 (five) daughters, namely, Rahanara Bibi, Sabijan Bibi, Aachhiya Bibi, Rakiya Bibi and Rashiya Bibi, as his only surviving legal heirs and heiresses, (collectively **Legal Heirs of Iman Ali Molla**), who jointly inherited the right, title and interest of the First Portion of Fourth Property, as per the Muslim law of inheritance.

4.19 Gift by Rahimonnechha Bibi: By a Bengali Deed of Gift (*Danpatra*), dated 28th May, 2004, registered in the Office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, Volume No. 352, at Pages 1 to 17, being Deed No. 05912 for the year 2004, Rahimonnechha Bibi, gifted her share in the First Portion of Fourth Property to Eyazul Molla, Arijul Molla and Emdadul Molla.

4.20 Gift by Sabijan Bibi and Others: By a Bengali Deed of Gift (*Danpatra*), dated 22nd July, 2008, registered in the Office of District Sub-Registrar, Barasat, in Book No. I, Volume No. 18, at Pages 921 to 943, being Deed No. 05012 for the year 2010, Sabijan Bibi,

Aachhiya Bibi, Rakiya Bibi and Rashiya Bibi, gifted their share in the First Portion of Fourth Property to Eyazul Molla.

4.21 Ownership of First Portion of Fourth Property: In the abovementioned circumstances, Eyazul Molla, Arijul Molla, Emdadul Molla and Rahanara Bibi (collectively **Eyazul Molla & Others**) have become the owners of their respective share in the First Portion of Fourth Property.

4.22 Ownership of Noor Ali Molla (Mondal): Noor Ali Molla (Mondal), was the recorded owner of land measuring 17.75 (seventeen point seven five) decimal, comprised in R.S./L.R. *Dag* No. 1584, recorded in L.R. *Khatian* No. 703 at *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, within the limits of Rajarhat Bishnupur No. 2 *Gram Panchayat*, District North 24 Parganas (**Second Portion of Fourth Property**).

4.23 Demise of Noor Ali Molla: Noor Ali Molla, a Muslim, governed by the Sunni School of Mohammedan Law, died intestate leaving behind his wife, Ujjala Bibi, 4 (four) son, namely, Ansar Ali Molla, Atabddin Molla, Sahabaddin Molla and Kutubaddin Molla, 2 (two) daughters, namely, Halima Bibi and Aklima Bibi, as his only surviving legal heirs and heiresses, (collectively **Legal Heirs of Noor Ali Molla**), who jointly inherited the right, title and interest of the Second Portion of Fourth Property, as per the Muslim law of inheritance.

4.24 Sale by Eyazul Molla & Others and Legal Heirs of Noor Ali Molla: By a Bengali Deed of Conveyance (*Kobala*), dated 8th September 2010, registered in the Office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, Volume No. 15, at Pages 10807 to 10825, being Deed No. 09341 for the year 2010, Eyazul Molla & Others and the Legal Heirs of Noor Ali Molla jointly sold, conveyed and transferred the First Portion of Fourth Property and the Second Portion of Fourth Property to Wahidul Islam Mondal *alias* Md. Wahidul Islam (Owner No. 1.1.2.2 herein), Usman Mondal *alias* Md.

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Usman Ali Molla *alias* Ochman Molla, Sahajahan Mondal *alias* Sahajahan Islam Molla (Owner No. 1.1.2.3 herein), Safikul Islam Mondal *alias* Safikul Islam Molla (Owner No. 1.1.2.4 herein) and Salim Mondal *alias* Salim Molla (Owner No. 1.1.2.5 herein), for the consideration mentioned therein.

4.25 Ownership of Monohara Bibi *alias* Monoyara Bibi: Monohara Bibi *alias* Monoyara Bibi was the recorded owner of land measuring (1) 3 (three) decimal comprised in R.S./L.R. *Dag* No. 1581, recorded in *Khatian* No. 994, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Fifth Portion of First Property**) (2) 11.83 (eleven point eight three) decimal comprised in R.S./L.R. *Dag* No. 1586, recorded in *Khatian* No. 994, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Fifth Portion of Fifth Property**) and (3) 7.25 (seven point two five) decimal comprised in R.S./L.R. *Dag* No. 1587, recorded in *Khatian* No. 994, *Mouza* Mohammadpur, J.L. No. 32, Police Station Rajarhat, District North 24 Parganas (**Fifth Portion of Sixth Property**).

4.26 Sale by Monohara Bibi: By a Deed of Conveyance executed on 3rd October 2007 and registered on 14th June 2010, registered in the Office of the District Sub Registrar - II, Barasat, in Book No. I, CD Volume No. 21, Pages 251 to 265, being Deed No. 05837 for the year 2010, Monohara Bibi sold, conveyed and transferred the Fifth Portion of First Property and land measuring 11 (eleven) decimal out of Fifth Portion of Fifth Property, to Mundhra Developers Pvt. Ltd., for the consideration mentioned therein.

4.27 Sale by Mundhra Developers Pvt. Ltd.: By three different Deeds of Conveyance, all dated 16th December 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, (1) in Book No. I, CD Volume No. 23, at Pages 7846 to 7861, being Deed No. 14163 for the year 2014 (2) in Book No. I, CD Volume No. 23, at Pages 7862 to 7877, being Deed No. 14164 for the year 2014 and (3) in Book No. I, CD Volume No. 23, at Pages 7878 to 7893, being Deed No. 14165 for the year 2014, Mundhra Developers Pvt.

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Ltd. sold conveyed and transferred the Fifth Portion of First Property and land measuring 11 (eleven) decimal out of Fifth Portion of Fifth Property to Wahidul Islam Mondal *alias* Md. Wahidul Islam (Owner No. 1.1.2.2 herein), Usman Mondal *alias* Md. Usman Ali Molla *alias* Ochman Molla, Sahajahan Mondal *alias* Sahajahan Islam Molla (Owner No. 1.1.2.3 herein), Safikul Islam Mondal *alias* Safikul Islam Molla (Owner No. 1.1.2.4 herein) and Salim Mondal *alias* Salim Molla (Owner No. 1.1.2.5 herein), for the consideration mentioned therein.

4.28 Sale by Monohara Bibi *alias* Monoyara Bibi: By 2 (two) Deeds of Conveyance both dated 19th December 2014 and registered in the Office of the Additional District Sub-Registrar, Rajarhat (1) in Book No. I, CD Volume No. 23, at Pages 11251 to 11266, being Deed No. 14317 for the year 2014 and (2) in Book No. I, CD Volume No. 23, at Pages 11310 to 11327, being Deed No. 14319 for the year 2014, Monohara Bibi *alias* Monoyara Bibi sold, conveyed and transferred land measuring 0.83 (zero point eight three) decimal out of the Fifth Portion of Fifth Property and entirety of the Fifth Portion of Sixth Property to Wahidul Islam Mondal *alias* Md. Wahidul Islam (Owner No. 1.1.2.2 herein), Usman Mondal *alias* Md Usman Ali Molla *alias* Ochman Molla, Sahajahan Mondal *alias* Sahajahan Islam Molla (Owner No. 1.1.2.3 herein), Safikul Islam Mondal *alias* Safikul Islam Molla (Owner No. 1.1.2.4 herein) and Salim Mondal *alias* Salim Molla (Owner No. 1.1.2.5 herein), for the consideration mentioned therein.

4.29 Mutation: The Owner Nos. 1.1.2.1 to 1.1.2.5 and Usman Mondal *alias* Md. Usman Ali Molla *alias* Ochman Molla duly mutated their names in respect of the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property and the Sixth Property in the records of Land Reforms Settlement vide L.R. *Khatian* Nos. 7/1, 1258/1, 1283/1, 1312/1, 1330/1 and 297/1.

4.30 Gift by Usman Mondal *alias* Md.Usman Ali Molla *alias* Ochman Molla: By a Deed of Gift, dated 26th March, 2016, registered in the Office of Additional District Sub-Registrar,

Rajarhat, in Book No. I, Volume No. 1523-2016, at Pages 114120 to 114145, being Deed No. 152303631 for the year 2016, Usman Mondal alias Md. Usman Ali Molla alias Ochman Molla gifted his share in the First Property, Second Property, Third Property, Fourth Property, Fifth Property and the Sixth Property and together with others plots of land to Wahidul Islam Mondal alias Md. Wahidul Islam (Owner No. 1.1.2.2 herein).

4.31 Ownership of Golam Sadique Dhali: Golam Sadique Dhali was the recorded owner of (1) undivided *sali* land measuring 11 (eleven) decimal, equivalent to 06 (six) *cottah* 10 (ten) *chittack* and 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. *Dag* No. 1492, recorded in L.R. *Khatian* No. 477 (**First Portion of Seventh Property**) (2) undivided *sali* land measuring 13.75 (thirteen point seven five) decimal, equivalent to 08 (eight) *cottah* 05 (five) *chittack* and 04 (four) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. *Dag* No. 1493, recorded in L.R. *Khatian* No. 477 (**First Portion of Eighth Property**).

4.32 Sale by Golam Sadique Dhali: By a Deed of Conveyance dated 24th February 2015, registered in the Office of the Additional District Sub Registrar, Rajarhat, in Book No. I, CD Volume No. 4, Pages 10966 to 10982, being Deed No. 02211 for the year 2015, Golam Sadique Dhali sold, conveyed and transferred undivided *sali* land measuring 11 (eleven) decimal, equivalent to 06 (six) *cottah* 10 (ten) *chittack* and 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. *Dag* No. 1492, recorded in L.R. *Khatian* No. 477 (First Portion of Seventh Property) (2) undivided *sali* land measuring 13.75 (thirteen point seven five) decimal, equivalent to 08 (eight) *cottah* 05 (five) *chittack* and 04 (four) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. *Dag* No. 1493, recorded in L.R. *Khatian* No. 477 (First Portion of Eighth Property) to Realtech Housing Company, Realtech Builders Company and Reality Developers & Co., for the consideration mentioned therein.

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Advocate

4.33 Ownership of Abdul Rashid Dhali alias Rasid Dhali: Abdul Rashid Dhali alias Rasid Dhali was the recorded owner of (1) undivided *sali* land measuring 11 (eleven) decimal, equivalent to 06 (six) *cottah* 10 (ten) *chittack* and 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. *Dag* No. 1492, recorded in L.R. *Khatian* No. 1054 (**Second Portion of Seventh Property**) (2) undivided *sali* land measuring 13.75 (thirteen point seven five) decimal, equivalent to 08 (eight) *cottah* 05 (five) *chittack* and 04 (four) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. *Dag* No. 1493, recorded in L.R. *Khatian* No. 1054 (**Second Portion of Eighth Property**).

4.34 Sale by Abdul Rashid Dhali alias Rasid Dhali: By a Deed of Conveyance dated 27th February 2015, registered in the Office of the Additional District Sub Registrar, New Town, in Book No. 1, CD Volume No. 5, Pages 6365 to 6381, being Deed No. 02562 for the year 2015, Abdul Rashid Dhali alias Rasid Dhali sold, conveyed and transferred undivided *sali* land measuring 11 (eleven) decimal, equivalent to 06 (six) *cottah* 10 (ten) *chittack* and 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. *Dag* No. 1492, recorded in L.R. *Khatian* No. 1054 (**Second Portion of Seventh Property**) (2) undivided *sali* land measuring 13.75 (thirteen point seven five) decimal, equivalent to 08 (eight) *cottah* 05 (five) *chittack* 04 (four) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. *Dag* No. 1493, recorded in L.R. *Khatian* No. 1054 (**Second Portion of Eighth Property**) to N. R. Construction Company, Neha Griha Nirman Company And R. B. Development Company, for the consideration mentioned therein.

4.35 Ownership of Basir Ahamed Dhali: Basir Ahamed Dhali was the recorded owner of (1) undivided *sali* land measuring 11 (eleven) decimal, equivalent to 06 (six) *cottah* 10 (ten) *chittack* and 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. *Dag* No. 1492, recorded in L.R. *Khatian* No. 806 (**Third Portion of Seventh Property**) (2) undivided *sali* land measuring 13.75 (thirteen point seven five)

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decimal, equivalent to 08 (eight) *cottah* 05 (five) *chittack* and 04 (four) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. *Dag* No. 1493, recorded in L.R. *Khatian* No. 806 (**Third Portion of Eighth Property**).

4.36. Sale by Basir Ahamed Dhali: By a Deed of Conveyance dated 31st March 2015, registered in the Office of the Additional District Sub Registrar, Rajarhat, in Book No. I, CD Volume No. 8, Pages 5307 to 5322, being Deed No. 4146 for the year 2015, Basir Ahamed Dhali sold, conveyed and transferred undivided *sali* land measuring 11 (eleven) decimal, equivalent to 06 (six) *cottah* 10 (ten) *chittack* and 22 (twenty two) square feet, more or less, out of total 44 (forty four) decimal comprised in R.S./L.R. *Dag* No. 1492, recorded in L.R. *Khatian* No. 806 (**Third Portion of Seventh Property**) (2) undivided *sali* land measuring 13.75 (thirteen point seven five) decimal, equivalent to 08 (eight) *cottah* 05 (five) *chittack* and 04 (four) square feet, more or less, out of total 55 (fifty five) decimal, comprised in R.S./L.R. *Dag* No. 1493, recorded in L.R. *Khatian* No.806 (**Third Portion of Eighth Property**) to Skyscraper Developers Company, Skyscraper Realmoon Construction and Reality Realstate Company, for the consideration mentioned therein.

4.37 Mutation by Owner Nos. 1.1.2.6 to 1.1.2.14: The Owner Nos. 1.1.2.6 to 1.1.2.14 duly mutated their names as owners of the Seventh Property and the Eighth Property in the records of Land Reforms Settlement vide L.R. *Khatian* Nos. 8137, 8138, 8139, 8134, 8136, 8135, 8186, 8185 and 8184.

4.38 Title of the Owners: In the abovementioned circumstances, the Owners have acquired joint right, title and interest of the First Property, the Second Property, the Third Property, the Fourth Property, the Fifth Property, the Sixth Property, the Seventh Property and the Eighth Property (collectively **Said Property**), free from all encumbrances.

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Advocate

4.39 Development Agreements: With the intention of developing and commercially exploiting their respective land by constructing new building thereon and selling the Flats and other covered and open spaces therein, the Owners have appointed Realtech Nirman Private Limited, who is a well-known developer, to develop their respective land and have subsequently entered into various agreements, the details of those agreements are given below (collectively **Development Agreements**).

Sl No.	Name of the Owners	Date	Registration Office	Book No.	CD Volume No.	Pages	Deed No.
1.	Owner Nos. 1.1.2.1 to 1.1.2.5	28.03.16	ADSR, Rajarhat	1	1523-2016	109279 - 109332	152303643of 2016
2.	Owner No. 1.1.2.6	1.10.15	ADSR, Rajarhat	1	1523-2015	145045 - 145079	152311052 of 2015
3.	Owner No. 1.1.2.7	1.10.15	ADSR, Rajarhat	1	1523-2015	145080 - 145114	152311048of 2015
4.	Owner no. 1.1.2.8	1.10.15	ADSR, Rajarhat	1	1523-2015	145010 - 145044	152311053of 2015
5.	Owner no. 1.1.2.9	1.10.15	ADSR, Rajarhat	1	1523-2015	145185 - 145219	152311045of 2015
6.	Owner no. 1.1.2.10	1.10.15	ADSR, Rajarhat	1	1523-2015	144905 - 144939	152311050of 2015
7.	Owner no. 1.1.2.11	1.10.15	ADSR, Rajarhat	1	1523-2015	145150 - 145184	152311049of 2015
8.	Owner no. 1.1.2.12	1.10.15	ADSR, Rajarhat	1	1523-2015	144940 - 144974	152311043of 2015
9.	Owner no. 1.1.2.13	1.10.15	ADSR, Rajarhat	1	1523-2015	144975 - 145009	152311044of 2015
10.	Owner no. 1.1.2.14	1.10.15	ADSR, Rajarhat	1	1523-2015	145115 - 145149	152311055of 2015

4.40 Power of Attorney: By 10 (ten) nos. registered Power of Attorney Owners have appointed Shishir Gupta and Sk. Nasir as their lawful attorney and empowered them to do all acts, things and deeds in relation to develop the entire land by constructing the Said Complex and to sell various saleable areas comprised in the Said Block/Said Complex and to

execute this Conveyance on their behalf, the details of those Power of Attorneys are given below:

Sl No.	Name of the Owners	Date	Registration Office	Book No.	CD Volume No.	Pages	Deed No.
1.	Owner Nos. 1.1.2.1 to 1.1.2.5	28.3.2016	ADSR, Rajarhat	1	1523-2016	114146 - 114173	152303657 of 2016
2.	Owner No. 1.1.2.6	9.10.2015	ADSR, Rajarhat	1	1523-2015	159520 - 159538	152311474 of 2015
3.	Owner No. 1.1.2.7	9.10.2015	ADSR, Rajarhat	1	1523-2015	159391 - 159409	152311476 of 2015
4.	Owner no. 1.1.2.8	9.10.2015	ADSR, Rajarhat	1	1523-2015	159372 - 159390	152311475 of 2015
5.	Owner no. 1.1.2.9	9.10.2015	ADSR, Rajarhat	1	1523-2015	159334 - 159352	152311469 of 2015
6.	Owner no. 1.1.2.10	9.10.2015	ADSR, Rajarhat	1	1523-2015	159444 - 159462	152311468 of 2015
7.	Owner no. 1.1.2.11	9.10.2015	ADSR, Rajarhat	1	1523-2015	159463 - 159481	152311470 of 2015
8.	Owner no. 1.1.2.12	9.10.2015	ADSR, Rajarhat	1	1523-2015	159353 - 159371	152311471 of 2015
9.	Owner no. 1.1.2.13	9.10.2015	ADSR, Rajarhat	1	1523-2015	159482 - 159500	152311472 of 2015
10.	Owner no. 1.1.2.14	9.10.2015	ADSR, Rajarhat	1	1523-2015	159501 - 159519	152311473 of 2015

5. Conclusion

- 5.1 The Owners, are the co-owners of the Said Property.
- 5.2 The Developer, has the exclusive right of development of the Said Property.
- 5.3 The searches undertaken by us relate to the encumbrances created by acts of parties and recorded in public records but do not extend to the charge created by operation of

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any law, statutory charge and default of payment of Income Tax dues, other Government dues, dues towards Municipal rates and taxes.

- 5.4 Some of the searches done were incomplete due to non-availability of records as mentioned in Annexure B hereto.
- 5.5 Subject To our observations aforesaid, we are of the opinion that the Owners have marketable title to the Said Property and the Developer has the sole right to develop the Said Property.

Dated This 1st August, 2017

Ayusman Dey
Ayusman Dey
Advocate
High Court Calcutta
Enrolment No. F/946/763/2012