

TITLE REPORT

**Municipal Premises No. 22B, Motilal Basak Lane
Kolkata- 700054
Police Station Phoolbagan
District South 24 Parganas**

**Supriyo Basu & Associates
Advocates
Room No.48
Ground Floor, Temple Chambers
6, Old Post Office Street
Kolkata-700001**

CLIENT: Anuj Goenka

Date: 6th March, 2020

TITLE REPORT

Re: ALL THAT demarcated land measuring 1 (one) *bigha* equivalent to 20 (twenty) *cottah*, more or less, lying, situate at being Municipal Premises No. 22B, Motilal Basak Lane, Kolkata- 700054, within the limits of Ward No. 31 of the Kolkata Municipal Corporation, Police Station Phoolbagan, District South 24 Parganas (**SAID PREMISES**).

Under instructions and on behalf of our Client, Mr. Anuj Goenka, we have caused due diligence limited to Devolution of Title in respect of the Said Premises (defined below).

1. Definitions

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

- 1.1 **Said Premises** shall mean All That demarcated land measuring 1 (one) *bigha* equivalent to 20 (twenty) *cottah*, more or less, lying, situate at being Municipal Premises No. 22B, Motilal Basak lane, Kolkata- 700054, bearing Assessee No. 110310900679, within the limits of Ward No. 31 of the Kolkata Municipal Corporation, Police Station Phoolbagan, District South 24 Parganas, morefully and collectively described in the **Schedule** below.
- 1.2 **Owner:** shall mean Vivek Bulb Industries Private Limited.

2. Production of Documents of Title

Inspection of documents of title and search reports in respect of the Said Premises were given, details whereof are mentioned in **Annexure A** hereto

3. DEVOLUTION OF TITLE:

- 3.1 Guru Prasanna Das was the sole and absolute owner of land measuring 4 (four) *bigha* 4 (four) *cottah* 13 (thirteen) *chittack* and 21 (twenty one) square feet, more less comprising of pond, water body and garden, Touzi No. 2833 (previously 1298), Dihi 55 gram 3- Division, 11- Sub-Division under Dihi Sura at Mouza Kankargachi lying, situate at and Municipal Premises No. formerly 22, Motilal Basak Lane, 24 Parganas (**Larger Property**).
- 3.2 Guru Prasanna Das died *intestate* leaving behind surviving his 2 (two) sons, namely, (1) Harihar Das and (2) Shital Chandra Das (collectively **Legal Heirs Of Guru Prasanna**) as his only legal heirs who jointly and in equal share (being one-half share each) inherited all the right, title and interest of Late Guru Prasanna Das in the Larger Property.



- 3.3 Harihar Das being one of the Legal Heirs Of Guru Prasanna died *intestate* leaving behind surviving his 3 (three) sons, namely, (1) Karnadhar Das, (2) Biswanath Das and (3) Jyotirmoy Das as his only legal heirs who jointly and in equal share inherited all the right, title and interest of Late Harihar Das (i.e. one-half share) in the Larger Property.
- 3.4 In the above mentioned circumstances the ownership of the Said Premises is detailed in the chart given below:

Sl.	Name of Owner	Succeeded From	Percentage	Definition
1.	Shital Chandra Das	Guru Prasanna Das	50%	Share Of Shital
2.	Karnadhar Das	Harihar Das	16.66%	Share Of Karnadhar
3.	Biswanath Das	Harihar Das	16.67%	Share Of Biswanath
4.	Jyotirmoy Das	Harihar Das	16.67%	Share Of Jyotirmoy
Total:			100%	

- 3.5 By virtue of a Deed of Lease in Bengali Language dated 22nd May, 1964, registered in the office of the Sub- Registrar, Sealdah, recorded in Book No. I, Volume No. 22, at Pages 121 to 129, being Deed No. 922 for the year 1964 (**First Lease Deed**), Shital Chandra Das, Karnadhar Das, Biswanath Das and Jyotirmoy Das, jointly leased out a demarcated land measuring 1 (one) *bigha*, more or less out of the Larger Property in favour of Manorama Debi for a period of 21 (twenty one) years, for the terms and conditions therein.
- 3.6 By virtue of another Deed of Lease in Bengali Language dated 22nd May, 1964, registered in the office of the Sub- Registrar, Sealdah, recorded in Book No. I, Volume No. 22, at Pages 167 to 175, being Deed No. 1004 for the year 1964 (**Second Lease Deed**), Shital Chandra Das, Karnadhar Das, Biswanath Das and Jyotirmoy Das, jointly leased out demarcated land measuring 1 (one) *bigha* out of the Larger Property in favour of Makhanlal Saha and Makhanlal Dhar for a period of 21 years, for the terms and conditions therein.
- 3.7 On 3rd August, 1977, Biswanath Das being one of the Legal Heirs of Guru Prasanna died *intestate* leaving behind surviving his wife Anjali Das, 1 (one) son, Partha Sarathi Das and 1 (one) daughter, Rajasree Das as his only legal heir and heiresses who jointly and in equal share inherited the entirety of Share Of Biswanath in the Larger Property.
- 3.8 On 23rd August, 1978, Shital Chandra Das died *intestate* leaving behind surviving (1) Lakshmi Moni Das and (2) Malina Das as his only legal heiress who jointly and in equal share inherited the entirety of Share Of Shital in the Larger Property.
- 3.9 In the above mentioned events and circumstances (1) Karnadhar Das, (2) Jyotirmoy Das, (3) Anjali Das, (4) Partha Sarathi Das, (5) Rajasree Das, (6) Lakshmi Moni Das and (7) Malina Das became the joint and absolute owners of the entirety of the Larger Property each having diverse undivided share therein.



- 3.10 In the year 1984, Karnadhar Das, Jyotirmoy Das, Anjali Das, Partha Sarathi Das, Rajasree Das, Lakshmi Moni Das and Malina Das jointly instituted a Title Suit being T.S. No. 51 of 1984 before the Ld. 8th Sub- Ordinate Judge at Alipore (**Said Suit**) for ejection of Manorama Debi from portion of the Larger Property which was leased out to her vide the First Lease Deed.
- 3.11 On 7th April, 1987, Karnadhar Das being one of the Legal Heirs Of Guru Prasanna died *intestate* leaving behind surviving his wife, Binapani Das and his only daughter, Parshati Day as his only legal heiresses who jointly and in equal share inherited the Share of Karnadhar in the Larger Property.
- 3.12 During the pendency of the Said Suit, the tenure of the First Lease Deed ended and the Said Suit was amended accordingly and by a Judgment dated 24th August, 1990 passed by the Ld. 8th Civil Judge. Senior Division in respect of the Said Suit (**Said Order**) it was stated that the Said Suit be decreed on compromise and upon the terms of the Solehnama petition and such terms of the Solehnama shall form part of the Decree.
- 3.13 By virtue of the Said Order (1) Lakshmi Moni Das, (2) Malina Das, (3) Bina Pani Das, (4) Parshati Das, (5) Anjali Das, (6) Partha Sarathi Das, (7) Rajasree Das and (8) Jyotirmoy Das became the joint and absolute owners of land measuring 1 (one) *bigha* equivalent to 20 (twenty) *cottah*, more or less together with R.T. structures, Dihi 55 gram 3- Division, 11- Sub-Division under Dihi Sura at Mouza Kankargachi lying, situate at and Municipal Premises No. 22B, Motilal Basak Lane, Kolkata- 700054, Police Station Beliaghata, District South 24 Parganas.
- 3.14 By an Indenture of Sale dated 2nd September, 2000, registered in the Office of the Additional Registrar of Assurances- I, recorded in Book No. I, Volume No. 1, at Pages 1 to 21, being Deed No. 1923 for the year 2002, (1) Lakshmi Moni Das, (2) Malina Das, (3) Bina Pani Das, (4) Parshati Das, (5) Anjali Das, (6) Partha Sarathi Das, (7) Rajasree Das and (8) Jyotirmoy Das jointly sold, conveyed and transferred all that demarcated piece and parcel of land measuring 1 (one) *bigha* equivalent to 20 (twenty) *cottah*, more or less together with R.T. shed structures constructed thereon, lying, situate at and being Municipal Premises No. 22B, Motilal Basak Lane, Kolkata- 700054, Police Station Phoolbagan, District South 24 Parganas out of the Larger Property to Vivek Bulb Industries Private Limited, for the consideration mentioned therein.
- 3.15 In the above events and circumstances Vivek Bulb Industries Private Limited became the sole and absolute owner of All That demarcated land measuring 1 (one) *bigha* equivalent to 20 (twenty) *cottah*, more or less lying, situate at being Municipal Premises No. 22B, Motilal Basak lane, within the limits of Ward No. 31 of the Kolkata Municipal Corporation, Kolkata- 700054, Police Station Phoolbagan, District South 24 Parganas i.e. the Said Premises herein and got its name duly mutated in the records of the Kolkata Municipal Corporation vide Assessee No. 110310900679.
- 3.16 Vivek Bulb Industries Private Limited subsequently got a Building Plan duly sanctioned from the Kolkata Municipal Corporation, Building Department,



Borough No. III, being No. 2014030118 dated 26th February, 2015 for construction of a G+IV (ground plus four) residential building upon the Said Premises.

- 3.17 Vivek Bulb Industries Private Limited entered into a Development Agreement dated 8th August, 2018, registered in the Office of the Additional Registrar of Assurances- I, Kolkata, recorded in Book No. I, being Deed No. 6262 for the year 2018 with RAV Enclaves LLP for development and commercial exploitation of the Said Premises according to the sanctioned building plan.
- 3.18 Vivek Bulb Industries Private Limited executed a Deed of Declaration for Boundary Area dated 9th March, 2019, registered in the Office of the Additional Registrar of Assurances- I, Kolkata, recorded in Book No. I, Volume No. 1901-2019, at Pages 124092 to 124108, being Deed No. 190102488 for the year 2019.
- 3.19 Subsequently, Vivek Bulb Industries Private Limited executed a Development Power of Attorney dated 10th April, 2019 after registered development agreement, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2019, at Pages 124109 to 124135, being Deed No. 190102489 for the year 2019 in favour of RAV Enclaves LLP for carrying on the Development work as agreed in the said development agreement.

4. Conclusion:

- 4.1 We have not caused any searching in respect of the Said Premises and this Title Report is based upon the photocopies of the documents and representations provided by our Client with regard to the Said Premises.
- 4.2 Please take note of our observations and advice in respect of the Said Premises. They are:
 - We have not been provided with any documents to ascertain how Guru Prasanna Das acquired ownership of the Larger Property and we are relying on the representations made in the registered deeds.
 - We have not been provided with the Death Certificate and Legal Heir-ship Certificate of Guru Prasanna Das and we are relying on the representations made in the registered documents.
 - We have not been provided with the Death Certificate and Legal Heir-ship Certificate of Harihar Das and we are relying on the representations made in the registered documents.
 - We have not been provided with the Legal Heir-ship Certificate of Bishwanath Das and we are relying on the representations made in the registered documents.

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- We have not been provided with the Death Certificate and Legal Heir-ship Certificate of Shital Chandra Das and we are relying on the representations made in the registered documents.
 - We have not been provided with the Legal Heir-ship Certificate of Karnadhar Das and we are relying on the representations made in the registered documents.
 - We have not been provided with the Certified Copy of the final decree in respect of the Said Suit and the Compromise Petition which was a part of decree passed in the Said Suit being T.S. No. 51 of 1984 by the Ld. 8th Sub-Ordinate Judge at Alipore and our Report is subject to non-perusal of the said document.
 - We have not been provided with the registered Deed of Surrender of Lease by Monorama Debi in respect of the First Lease Deed i.e. Deed of Lease in Bengali Language dated 22nd May, 1964, registered in the office of the Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 22, at Pages 121 to 129, being Deed No. 922 for the year 1964 and our Report is subject to non-perusal of the said document.
- 4.3 **Subject To** our observations aforesaid, we are of the opinion that the Owner has a marketable title to the Said Premises and RAV Enclaves LLP has development rights upon it

5. Disclaimer:

- 5.1 This Title Report is only intended for the elaborate understanding of our Client regarding the title of the Said Premises and is not meant for any other purpose or purposes whatsoever.
- 5.2 This Title Report shall not be used or utilized as indemnification of title of the Said Premises and/or for any other purpose other than the objective mentioned hereinabove.
- 5.3 We would further mention that we have not caused any searches with regard to the Said Premises and this Title Report has been issued on perusal of the photocopies of the documents submitted before us by our Client and based upon the representation and explanation given thereof by our Client.
- 5.4 We have relied upon the searches provided by the Clients in house lawyer with respect to concerned registration offices, court searches in the concerned court and searches in the Khas Mahal department and our opinion is based upon the aforesaid searches.



**Schedule
(Said Premises)**

All That demarcated land measuring 1 (one) *bigha* equivalent to 20 (twenty) *cottah*, more or less, lying, situate at being Municipal Premises No. 22B, Motilal Basak Lane, Kolkata- 700054, within the limits of Ward No. 31 of the Kolkata Municipal Corporation, Police Station Phoolbagan, District South 24 Parganas

Date: 6th March, 2020

Place: Kolkata

For **Supriyo Basu & Associates**

Supriyo Basu
Advocate
