



VICTOR MOSES & CO.

SOLICITORS, ADVOCATES,
PATENT & TRADEMARK ATTORNEYS.

Partners :
A. K. Ghosh
D. N. Mitra
Amit Basu
Ms. D. Ghosh

Temple Chambers
6, Old Post Office Street
Ground Floor
Kolkata - 700 001

**CLIENT : PATCORP CONSTRUCTIONS
PRIVATE LIMITED**

REPORT-ON-TITLE

As per the your instructions we report on the title in respect of the property mentioned below as follows :-

Details of the Property :

PART I

ALL THAT the two storied brick built messuage hereditament and dwelling and entertainment house known as Rangmahal Theater and sheds together with the land or ground thereunto belonging containing an area or 1 (One) Bigha 1 (One) Cottah 12 (Twelve) Chittacks and 7 (Seven) Square Feet a little more or less whereon or on part whereof the same are built situate lying at and being Premises No.76/1B, Bidhan Sarani (formerly Cornwallis Street) in Sutanutty in the North Division of the town of Calcutta subject however to the existing tenancies in respect of six shop rooms situate on the front side and butted and bounded in the manner as follows :-

ON THE NORTH	:	By a portion of Premises No.76/1, Bidhan Sarani, Kolkata.
ON THE EAST	:	Partly by Burtolla Police Station and partly by 2A, Raja Raj Krishna Street, Kolkata.
ON THE SOUTH	:	By Premises No.76.1A, Bidhan Sarani, Kolkata.
ON THE WEST	:	By Bidhan Sarani, Kolkata.

PART II

ALL THAT piece or parcel of revenue-free land or ground containing by estimation an area of 2 (Two) Bighas 14 (Fourteen) Cottahs more or less **TOGETHER WITH** the brick-built messuages and structures standing on part thereof situate lying at an being Premises No.2A, Raja

Telephones : 2248 1296 / 2248 4600 / 2210 2381 / 2231 6373, Fax : 91 (033) 2748 2553

E-mail : vmoses@vsnl.com

Delhi Office : C - 129, East of Kailash, New Delhi - 110 085



Raj Krishna Street And Premises No.36-B (formerly 36B and 36C), Sahitya Parishad Street in Sutanutty in the Northern Division of the town of Kolkata and butted and bounded in the manner following, that is to say -

ON THE NORTH	:	Partly by Raja Raj Krishna Street and partly by Burtolla Section House.
ON THE EAST	:	By a narrow passage and partly by No.3, Raja Raj Krishna Street.
ON THE SOUTH	:	Partly by Premises No.36A, Sahitya Parishad Street.
ON THE WEST	:	Partly by Premises No.36/6, Sahitya Parishad Street, partly by Premises No.76/1, Cornwallis Street (now Bidhan Sarani) and partly by Burtolla Police Section House.

1. Copies of the documents perused :

- a) Certified Copy of final decree dated the 16th day of May, 1904 passed in Partition & Administration Suit No. 49 of 1904 (Maharaj Kumar Gopendra Krishna Deb Bahadur & Ors. -Versus- Maharani Chandramoni & Ors.) by the Learned 2nd Sub-Judge, 24-Parganas at Alipore.
- b) Deed of Lease dated the 11th day of January, 1963 made between the said Kumar Ajayendra Krishna Deb Bahadur, therein referred to as the Lessor of the One Part and Mohtshan Ali & Ors., therein jointly referred to as the Lessees of the Other Part and registered with the Sub-Registrar of Assurances, Calcutta in Book No. 1, Volume No. 32, Pages 1 to 15, Being No. 222 for the year 1963.
- c) Indenture dated the 12th day of May, 1987 made between the said Kumar Ajayendra Krishna Deb Bahadur, therein referred to as the Vendor of the One Part and Monohar Kumar Kankaria and Sm. Sashi Kankaria, therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar of Assurances, Calcutta in Book No. I, Volume No. 39, Pages 427 to 442, Being No. 4938 for the year 1987.



- d) Indenture of Conveyance dated the 11th day of February, 2011 made between the said Monohar Kumar Kankaria and Sashi Kankaria therein jointly referred to as the Vendors of the One Part and the Owner herein, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, CD Volume No. 6, Pages 4701 to 44715, Being No. 01870 for the year 2011.
- e) Deed of Settlement dated the 17th December, 1951 made between the said Giridharilal Baid, therein referred to as the Settlor of the One Part and the said Giridharilal Baid, Chhagun Mall Khawaswal, Lakshmi Chand Kundalia and Mool Chand Surana therein jointly referred to as the Trustees of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 116, Pages 141 to 155, Being No. 4337 for the year 1951.
- f) Agreement dated the 30th day of March, 1959.
- g) Consent Decree dated the 13th day of April, 1959.
- h) Deed of Lease dated the 5th day of May, 1973 made between the then trustees of Giridharilal Baid Trust therein jointly referred to as the Lessors of the One Part and Rashbehari Sarkar, therein referred to as the Lessee of the Other Part and registered with the Registrar of Assurances, Kolkata in Book No. I, Volume No. 193, Pages 144 to 166, Being No. 5170 for the year 1973.
- i) Agreement dated 23rd October, 2003 and registered in the office of the Registrar of Assurances, Kolkata and recorded in Book No. I being Deed No. 2429 for the year 2006.
- j) Indenture of Sub-lease dated the 14th day of June, 2005 made between the said Sm. Jayanti Mishra, therein referred to as the Sub-Lessor of the One Part and Goldline Writing Instruments Limited therein referred to as the Sub-Lessee of other part and registered with the Additional Registrar of Assurance-I in Book No. 1, Volume I, pages 1 to 20 Being No. 03878 for the year 2005.
- k) Indenture of Conveyance dated the 31st day of August, 2006 made between Bhanwarlal Baid and Bimal Singh Baid, therein jointly referred to as the Vendors of the First Part, the Owner herein, therein referred to as the Purchaser of the Second Part, Dhani Devi



Baid, therein referred to as the First Confirming Party of the Third Part and Bhojraj Dasani and Ruglal Surana, therein jointly referred to as the Second Confirming Party of the Fourth Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 21, Being No. 00963 for the year 2008.

- l) Indenture of Conveyance dated the 2nd day of November, 2007 made between Vijay Singh Baid and Tej Singh Baid, therein jointly referred to as the Vendors of the First Part, the Owner herein, therein referred to as the Purchaser of the Second Part and Bhojraj Dasani and Ruglal Surana, therein jointly referred to as the Confirming Party of the Third Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, Being No. 02775 for the year 2008.
- m) Deed of Surrender dated the 15th day of March, 2008 made between Sm. Jayanti Mishra, therein referred to as the Lessee of the first part and Goldline Writing Instruments Limited therein referred to as the Sub-Lessee and Confirming Party of the second part and the owner herein, therein referred to as the Lessor of the third part.

2. **Searches made :**

We have carried out searches at the following offices :

- a) At the office of the Registrar of Assurances, Kolkata, Index- I in the names of Ajoy Krishna Deb Bahadur son of Aravindra Krishna Deb Bahadur from 1981 till 1987, Monohar Kumar Kankaria since the year 1987 and Sashi Kankaria and Loka Properties P. Ltd. from 2008 till date, Index-II since the year 1981 till date.
- b) Assessment Department of the Kolkata Municipal Corporation and the enquiry relating to scheme of alignment.
- c) At the office of the Land Acquisition Collector, Kolkata.
- d) At the office of the Kolkata Improvement Trust.
- e) At the office of the Thika Controller, Kolkata.



- f) At the office of the Competent Authority under Urban Land (Ceiling & Regulations) Act, 1976.
- g) Registrar of Companies, West Bengal.

3. Reservations :

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

We have assumed the genuineness of all signatures, dates, stamps, seals and other markings on all documents are authentic, the authenticity of all documents/information provided to us as original, and the conformity of the copies or extracts submitted to us with that of the original documents;

We have assumed that the documents provided to us in connection with any particular issue are the only documents available with the client relating to such issue;

We have assumed that all documents made available to us have not been superseded by any other document not made available to us for whatever reason;

We have expressed no opinion as to matters governed by any law other than the laws of the Republic of India. Our legal opinion is based on the applicable laws and regulations of the Republic of India as such laws stand at the date hereof;

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.

The legal due diligence has been restricted and kept limited to and is based entirely on the documents and information made available by the client to us and did not encompass verification or cross checking of the same by visiting and meeting any government, regulatory or other authorities, agency, courts or the concerned party and seeking/seeing their records and obtaining their confirmation. Our finding perforce, therefore, must be viewed in this light and with this limitation.

4. Devolution of title :

A) By a final decree dated the 16th day of May, 1904 passed in Partition & Administration Suit No. 49 of 1904 (Maharaj Kumar Gopendra Krishna Deb Bahadur & Ors. -Versus- Maharani Chandramoni & Ors.) by the Learned 2nd Sub-Judge, 24-Parganas at Alipore, Kumar Sailendra Krishna Deb Bahadur, was absolutely and, to the exclusion of others allotted All That the land and hereditament at the then premises No. 79, Cornwallis Street in the town of the then Calcutta.

B) The said premises No. 79, Cornwallis Street, Calcutta was subsequently numbered as premises No. 76/1, Cornwallis Street, Calcutta by the then Corporation of Calcutta and, thereafter, numbered as premises Nos. 76/1A, 76/1B and 76/1C, Cornwallis Street (now known as Bidhan Sarani), the then Calcutta.

C) The said Kumar Sailendra Krishna Deb Bahadur, who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on the 6th day of February, 1937, leaving him surviving his only son- Kumar Arabinda Krishna Deb Bahadur, as his only heir and legal representative, who, upon his death became entitled to amongst others All That the two-storied brick-built, messuage, hereditament, dwelling and entertainment house and sheds known as Rangmahal Together With the land thereunto belong containing an area of 1 Bigha, 1 Cottah, 12 Chittacks, 7 Sq. ft. be the same a little more or less whereupon or on the part whereof the same is erected and/or built situate lying at and being premises No. 76/1B, Cornwallis Street (now Bidhan Sarani), the then Calcutta (hereinafter referred to as the said **First Property**) absolutely and forever.



D) The said Kumar Arabinda Krishna Deb Bahadur, who was also a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate on 24th day of September, 1953, leaving him surviving his only son- Kumar Ajayendra Krishna Deb Bahadur, as his only heir and legal representative, who, upon his death became entitled to the said First Property absolutely and forever.

E) By a Deed of Lease dated the 11th day of January, 1963 made between the said Kumar Ajayendra Krishna Deb Bahadur, therein referred to as the Lessor of the One Part and Mohtshan Ali & Ors., therein jointly referred to as the Lessees of the Other Part and registered with the Sub-Registrar of Assurances, Calcutta in Book No. I, Volume No. 32, Pages 1 to 15, Being No. 222 for the year 1963 (hereinafter referred to as the said lease), the said Kumar Ajayendra Krishna Deb Bahadur for the rent thereby reserved and on the terms, conditions and covenants therein contained, granted a lease unto and in favour of the said Mohtshan Ali & Ors. in respect of the said First Property for a term of thirty years commencing from the 1st day of January, 1963.

F) By an Indenture dated the 12th day of May, 1987 made between the said Kumar Ajayendra Krishna Deb Bahadur, therein referred to as the Vendor of the One Part and Monohar Kumar Kankaria and Sm. Sashi Kankaria, therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar of Assurances, Calcutta in Book No. I, Volume No. 39, Pages 427 to 442, Being No. 4398 for the year 1987, the said Kumar Ajayendra Krishna Deb Bahadur, for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of the said Monohar Kumar Kankaria and Sashi Kankaria All That the said First Property subject to the said lease.

G) The said lease expired by efflux of time on the 31st day of December, 1993.

H) The said Monohar Kumar Kankaria and Sashi Kankaria instituted a suit for recovery of possession being Civil Suit No. 139 of 2003 in the Hon'ble High Court at Calcutta which was ultimately decreed in favour of the said plaintiffs.

I) The said plaintiffs/decreed-holders obtained possession of the said First Property by execution of the said decree.



J) By an Indenture of Conveyance dated the 11th day of February, 2011 made between the said Monohar Kumar Kankaria and Sashi Kankaria therein jointly referred to as the Vendors of the One Part and Loka Properties P. Ltd., therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, CD Volume No. 6, Pages 4701 to 44715, Being No. 01870 for the year 2011, the said Monohar Kumar Kankaria and Sashi Kankaria, for the consideration therein mentioned granted, transferred, conveyed, assigned and assured unto and in favour of Loka Properties P. Ltd, All That the said First Property absolutely and forever.

K) One Giridharilal Baid was seised and possessed of and/or otherwise well and sufficiently entitled to All Those the two-storied brick-built, messuage, hereditament, dwelling, entertainment house and sheds known as Biswarupa Together With the land thereunto belong containing an area of 2 Bighas, 14 Cottahs be the same a little more or less whereupon or on the part whereof the same is erected and/or built situate lying at and being the premises Nos. 36B and 36C, Sahitya Parisad Street, the then Calcutta and 2B, Raja Raj Krishna Street, the then Calcutta (hereinafter jointly referred to as the 'said Second Property').

L) By a Deed of Settlement dated the 17th December, 1951 made between the said Giridharilal Baid, therein referred to as the Settlor of the One Part and the said Giridharilal Baid, Chhagan Mall Khawaswal, Lakshmi Chand Kundalia and Mool Chand Surana therein jointly referred to as the Trustees of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 116, Pages 141 to 155, Being No. 4337 for the year 1951, the said Settlor created a trust named- Giridharilal Baid Trust and the transferred the said Second Property unto and in favour of the said trust.

M) Clause - 11 of the said Deed of Settlement inter alia, provides as follows-

"THAT it is hereby further declared that from and after the death of the Settlor's son Manick Chand Baid, the said Trustees shall hold and stand possessed of the said Trust Properties together with all accretions and accumulations in trust for such of the male issue or issues of the Settler's son Shova Chand Baid (deceased) and



Manick Chand Baid or either of them as and then shall be living until the youngest of male issues by the two sons of the settler shall have attained the age of 21 years and shall then be eligible to convey and transfer the trust property together with all accretions and accumulations income on funds remaining in their hands to such male issues of the said Shova Chand Baid and Manick Chand Baid or either of them in equal shares absolutely if more than one and along if only one amongst them shall have survived the said Manick Chand Baid."

N) By necessary implication Clause-11 of the said Deed of Settlement, inter alia, provided that on the demise of the said Manick Chand Baid, the trust created shall stand modified or may be dissolved or extinguished at the discretion of the beneficiaries i.e the sons of Shova Chand Baid and Manick Chand Baid and on the youngest of them attaining the age of 21 years, would hold and/or become seized and possessed of the said Trust properties including the said Second Property in equal shares, each group having an undivided 50% share therein and would be capable of dealing with, alienating or entering into necessary agreement concerning or relating to the alienation or disposal of such undivided 50% share in the said trust properties.

O) The creation of the said trust was challenged in a suit being No. 1612 of 1958 before the Hon'ble High Court at Calcutta (Manikchand Baid -Versus- Giridharilal Baid & Ors.).

P) An Agreement dated the 30th day of March, 1959 was entered into by and between the parties to the said suit whereby and whereunder the disputes between the parties being the subject matter of the said suit was mutually settled and/or compromised and the trustees were empowered to look after, manage and supervise the said trust properties and to let, lease or otherwise demise the same as they think fit and proper.

Q) The said suit was finally disposed of by a Consent Decree dated the 13th day of April, 1959, whereby, the provisions of the said Deed of Settlement was, with the consent of all the parties therein varied and/or modified in terms of the said Agreement dated the 30th day of March, 1959, which formed part of the said consent decree.



R) In accordance with the said Compromise Decree dated 13th April, 1959, there are two groups of beneficiaries and each group having an undivided 50% share or interest in the said Second Property, the first group comprised of (i) Manick Chandra Baid and his sons viz. Bhanwarlal Baid and Bimal Singh Baid and his wife Dhani Devi Baid and the other group comprised of (1) Bijay Singh Baid, (2) Tej Singh Baid – both sons of Late Shova Chand Baid and (3) Chand Devi Baid, widow of Shova Chand Baid.

S) By a Deed of Lease dated the 5th day of May, 1973 made between the then trustees of Giridharilal Baid Trust therein jointly referred to as the Lessors of the One Part and Rashbehari Sarkar, therein referred to as the Lessee of the Other Part and registered with the Registrar of Assurances, Kolkata in Book No. I, Volume No. 193, Pages 144 to 166, Being No. 5170 for the year 1973, the said the then trustees of Giridharilal Baid Trust in consideration of the rent thereby reserved and on the terms, conditions and covenants therein contained, granted a lease unto and in favour of the said Rashbehari Sarkar in respect of the said Second Property for a period of 50 years commencing from the 5th day of May, 1973.

T) The said Rashbehari Sarkar died on the 16th day of March, 1995 after making and publishing his Last Will & Testament dated the 2nd day of February, 1995, whereby and whereunder, he gave devised and bequeathed his said leasehold interest in the said Second Property unto and in favour of his daughter- Jayanti Mishra.

U) The said Will of the said Rashbehari Sarkar was duly probated by the Hon'ble High Court at Calcutta on the 17th day of January, 1996.

V) The Manick Chand Baid who during his lifetime was a Hindu governed by Mitakshara School of Law died on or about 27th December, 2003.

W) By mutual arrangement and in concurrence and confirmation of the said Dhani Devi Baid it was agreed, decided and settled that the said Smt. Dhani Devi Baid upon receipt of a consideration on account of her 1/3rd share in the said undivided 50% share of Manick Chand Baid, deceased, shall allow the sons of Manick Chand Baid to deal with, dispose of, alienate and/or transfer



by way of sale the said undivided 50% share left behind by Manick Chand Baid, deceased in the said Second Property.

X) By an Agreement dated 23rd October, 2003 and registered in the office of the Registrar of Assurances, Kolkata and recorded in Book No.1 being Deed No.2429 for the year 2006 the said Bhanwarlal Baid and Bimal Singh Baid agreed to sell and the Owner herein agreed to purchase subject to concurrence and confirmation of the said Dhani Devi Baid and Bhojraj Dasani and Ruglal Surana, the then trustees, **ALL THAT** 50% share in the said Second Property on the terms, conditions and stipulations therein contained.

Y) The premises Nos. 36B and 36C, Sahitya Parisad Street and 2B, Raja Raj Krishna Street have since been amalgamated by Kolkata Municipal Corporation and now known as premises no. 2A, Raja Raj Krishna Street, Kolkata - 700006.

Z) By an Indenture of Sub-lease dated the 14th day of June, 2005 made between the said Sm. Jayanti Mishra, therein referred to as the Sub-Lessor of the One Part and Goldline Writing Instruments Limited therein referred to as the Sub-Lessee of other part and registered with the Additional Registrar of Assurance-I in Book No. 1, Volume I, pages 1 to 20 Being No. 03878 for the year 2005, the said Sm. Jayashri Mishra in consideration of the premium thereby reserved and in the terms and conditions therein contained granted a lease in respect of the said second property for the residue term of the said lease.

AA) By an Indenture of Conveyance dated the 31st day of August, 2006 made between Bhanwarlal Baid and Bimal Singh Baid, therein jointly referred to as the Vendors of the First Part, Loka Properties P. Ltd, therein referred to as the Purchaser of the Second Part, Dhani Devi Baid, therein referred to as the First Confirming Party of the Third Part and Bhojraj Dasani and Ruglal Surana, therein jointly referred to as the Second Confirming Party of the Fourth Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. 1, Volume No. 1, Pages 1 to 21, Being No. 00963 for the year 2008, the said Bhanwarlal Baid & Anr. for the consideration therein mentioned, granted transferred, conveyed, assigned and assured unto and in favour of Loka Properties P. Ltd All That the undivided 50% part or share in the said Second Property absolutely and forever.



BB) By another Indenture of Conveyance dated the 2nd day of November, 2007 made between Vijay Singh Baid and Tej Singh Baid, therein jointly referred to as the Vendors of the First Part, Loka Properties P. Ltd, therein referred to as the Purchaser of the Second Part and Bhojraj Dasani and Ruglal Surana, therein jointly referred to as the Confirming Party of the Third Part and registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, Being No. 02775 for the year 2008, the said Vijay Singh Baid and Tej Singh Baid, for the consideration therein mentioned, granted transferred, conveyed, assigned and assured unto and in favour of Loka Properties P. Ltd All That the undivided 50% part or share in the said Second Property absolutely and forever.

CC) By a Deed of Surrender dated the 15th day of March, 2008 made between Sm. Jayanti Mishra, therein referred to as the Lessee of the first part and Goldline Writing Instruments Limited therein referred to as the Sub-Lessee and Confirming Party of the second part and Loka Properties P. Ltd, therein referred to as the Lessor of the third part, the said Sm. Jayanti Mishra and Goldline Writing Instruments Ltd. duly surrendered their respective lease and sublease in favour of Loka Properties P. Ltd absolutely and for ever.

DD) Thus Loka Properties P. Ltd became seized and possessed of and/or otherwise well and sufficiently entitled to ALL THOSE the First Property and the Second Property totaling to land measuring 3 Bighas 15 Cottahs 12 Chittacks and 7 sq. ft. more or less, (hereinafter collectively referred to as the **Said Land**) free from all encumbrances, charges, liens, lispens, attachments, acquisitions, requisitions, trusts whatsoever.

5. Result of the searches :

- (i) From the searches made at the office of the Registrar of Assurances, Kolkata, it appears that except the aforesaid, there was no transaction affecting the said flat during the said period.



- (ii) From the searches made at the office of Land Acquisition Collector, Kolkata it appears that the said land is not affected by any acquisition or requisition proceedings. The official information has been sought for under Right to Information Act, 2005, but no information has yet been furnished.
- (iii) From the searches made at the office of Kolkata Improvement Trust it appears that the said land is not affected by any development project. The official information has been sought for under Right to Information Act, 2005, but no information has yet been furnished.
- (iv) From the information obtained from Kolkata Municipal Corporation it appears that no property tax is due in respect of the said land and the said land has been mutated in the name of Loka Properties P. Ltd.
- There is no scheme of road alignment affecting the said property.
- (v) From the searches made at the office of The Thika Controller, Kolkata it appears that the said land is not affected by any declaration of Thika. The official information has been sought for under Right to Information Act, 2005, but no information has yet been furnished.
- (vi) From the searches made at the office of Competent Authority under Urban Land (Ceiling & Regulations) Act, 1976 it appears that the said land is not affected by the said Act. The official information was sought for under Right to Information Act, 2005 and a confirmation to that effect has been received.
- (vii) From the searches made at the office of Registrar of Companies, West Bengal it appears that the said land is not affected by any charge created thereon.



6. **Certification :-**

In view of the aforesaid we do hereby certify that Loka Properties Private Limited has marketable title to the said land and the said land is free from all encumbrances.

Dated this 10th day of May, 2011.

For **VICTOR MOSES & CO.**


(D.N.MITTRA)
Partner.

