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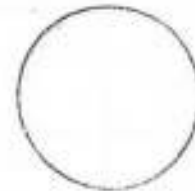
Partners :
A. K. Ghosh
D. N. Mittre
Amit Basu
Ms. D. Ghosh
Ms. S. Bagchi
S. Roy

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

REPORT ON TITLE

Re: All That the piece and parcel of land containing an area of 6 (six) Bigha 9 (nine) Cottahs 12 (twelve) Chittacks 27 (twenty seven) Sq. Ft. be the same or a little more or less lying situate at Mouza - Sahara, J.L.No.46, R.S.No.3, Touzi No.146, comprised in R:S.Dag Nos. 428, 429, 430, 431(P), 432, 434(P), 435, under R.S.Khatian Nos. 47, 111, 126/75, 359, 393 & 501, L.R. Dag Nos. 733 & 734, L.R. Khatian Nos. 1697, 2157, 2031, 2237, 2727, 2725, 2724, 2726, presently Holding No.320, Jessore Road (South), Ward No.19, within the limits of Madhyamgram Municipality, Police Station- Airport [formerly Barasat], District- North 24-Parganas, Kolkata-700 129.

1] **Owners:** [i] **Sujit Kumar Samanta**, [ii] **Sanjit Kumar Samanta**, [iii] **Sarajit Samanta**, [iv] **Ranajit Samanta**, [v] **Mithu Samanta**, [vi] **Pompa Samanta**, [vii] **Suparna Samanta** and [viii] **Rina Samanta**, all residing at 17, Shyam Square, Kolkata-700 003.



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2] Description of Land:

ALL THAT the piece and parcel of land containing an area of 6 Bighas 9 Cottahs 12 Chittacks and 27 Sq.ft. be the same or a little more or less situate lying at Mouja Sahara, comprised in the following manner: -

C.S. Dag Nos.	R.S. Dag Nos.	L.R. Dag Nos.	L.R. Kh.Nos.	Total Area (Acres)	Recorded Area in the name of owners (Acres)	Name of the Recorded Owners	Nature of Land	
428	428	733	1697	0.2143	0.3600	Ranajit Samanta	Factory	
			2031	0.2143	0.3500	Sanjit Samanta	Factory	
			2157	0.2143	0.3600	Sarajit Samanta	Factory	
			2237	0.2143	0.3600	Sujit Samanta	Factory	
			2724	0.0357	0.0600	Pompa Samanta	Factory	
			2725	0.0357	0.0600	Suparna Samanta	Factory	
			2726	0.0357	0.0600	Mithu Samanta	Factory	
			2727	0.0357	0.0600	Rina Samanta	Factory	
			Sub Total:	1.0000	1.67			
429	429	734	27	0.0185	0.0140	Ajit Samanta	Pond	
430	430		1697	0.2097	0.1065	Ranjit Samanta	Pond	
431	431		2031		0.2097	0.1165	Sanjit Samanta	Pond
432	432						Sarajit Samanta	Pond
434	434		2157	0.2096	0.1065	Sarajit Samanta	Pond	
435	435							



			2237	0.2097	0.1165	Sujit Samanta	Pond
			2724	0.0357	0.0175	Pompa Samanta	Pond
			2725	0.0357	0.0175	Suparna Samanta	Pond
			2726	0.0357	0.0175	Mithu Samanta	
			2727	0.0357	0.0175	Rina Samanta	
			Sub Total:	1.0000	0.53		
			GRAND TOTAL:		2.20		

and butted and bounded as follows :-

- ON THE NORTH** : By Sardarpara ;
ON THE SOUTH : By New Jessore Road ;
ON THE EAST : By Motor Garrage ;
ON THE WEST : By Noai Canal.

3] Copies of Documents Perused:

i] Bengali Kobala dated the 4th Ashad 1381 corresponding to 19th June 1974 made between the said Doly Chakrabarty therein referred to as the Vendor of the One Part and Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranjit Samanta the then a minor below the age of 18 years therein referred to as the Purchasers of the Other Part and registered with the Sub-Registration Office Barasat in Book No. 1, Volume No. 91, Pages 41 to 47, Being No. 6151 for the year 1974.



ii] Bengali Kobala dated the 4th Ashad 1381 corresponding to 19th June 1974 made between the said Minati Nath therein referred to as the Vendor of the One Part and the said Asit Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta, Ranjit Samanta and Nisith Kumar Samanta, the then a minor below the age of 18 years therein referred to as the Purchasers of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 91, Pages 48 to 54, Being No. 6152 for the year 1974.

iii] Bengali Kobala dated the 8th Shraban 1381 corresponding to 25th July 1974 made between Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Asit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Barasat in Book No. 1, Volume No.106, Pages 17 to 24, Being No. 7447 for the year 1974.

iv] Bengali Kobala dated the 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Nisith Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No.106, Pages 25 to 32, Being No. 7448 for the year 1974.



v] Bengali Kobala dated the 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Ranajit Samanta then a minor under the age of 18 years therein referred to as the Purchaser of the Other Part and registered with the Sub-registrar Barasat in Book No. 1 Volume No.104 Pages 19 to 26 Being no. 7449 for the year 1974.

vi] Bengali Kobala dated the 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Sanjit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 104, Pages 27 to 34, Being No. 7450 for the year 1974.

vii] Bengali Kobala dated the 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Sarajit Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No.104, Pages 39 to X Being No. 7451 for the year 1974.



viii] Bengali Kobala dated the 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Sujit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 102, Pages X to 23, Being No. 7452 for the year 1974.

ix] Bengali Kobala dated the 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Ajit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 102, Pages 25 to 32, Being No. 7453 for the year 1974.

x] Bengali Kobala dated the 7th Magh 1381 corresponding to 21st January 1975 made between the said Smt. Bhiva Thakur therein referred to as the Vendor of the One Part and the said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta therein referred to as the Purchasers of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 19, Pages 62 to 64, Being No. 604 for the year 1975.



xij] Bengali Kobala dated the 7th Chaitra 1381 corresponding to 21th March 1975 made between the said Gopal Sardar and others therein collectively referred to as the Vendors of the One Part and the said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta therein referred to as the Purchasers of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 36, Pages 224 to 232, Being No. 2938 for the year 1975.

xii] Indenture of Conveyance dated the 13th day of September, 2002 made between the said Asit Kumar Samanta therein referred to as the Vendor of the One Part and Tantia Enterprise therein referred to as the Purchaser of the Other Part registered in the office of the Additional Registrar of Assurances II, Calcutta in Book No. 1 Volume No. I, Pages 1 to 16, Being No. 02197 for the year 2004.

xiii] Deed of Gift dated the 22nd day of May 2006 made between Ajit Kumar Samanta therein referred to as the Donor of the One Part and Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta therein collectively referred to as the Donees of the Other Part and registered with the Registrar of Assurances, Kolkata in Book No. I, Volume No. 1, Pages 1 to 14, Being No. 05473, for the year 2008.

xiv] Indenture of Conveyance dated the 29th day of September, 2006 made between the said Tantia Enterprise, therein referred to as the Vendor of the One Part and Mithu Samanta, Pompa Samanta, Suparna



Samanta and Rina Samanta therein collectively referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances II, Kolkata in Book No.I, Volume No. I, Pages 1 to 14, Being No. 6218, for the year 2008.

xv] Deed of Gift dated the 30th day of June 2008 made between the said Nisith Kumar Samanta therein referred to as the Donor of the One Part and Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranojit Samanta therein collectively referred to as the Donees of the Other Part and registered with the Additional District Sub- Registrar Bidhannagar in Book No.I, C.D.Volume No. 8, Pages 15431 to 15443, Being No. 08722, for the year 2008.

xvi] Deed of Declaration dated the 22nd day of August, 2008 made by the said Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Kumar Samanta and Ranojit Kumar Samanta therein collectively referred to as the Declarants and registered with the Additional Registrar of Assurances II, Kolkata, Being No.2395 for the year 2009.

xvii] Deed of Declaration dated the 22nd day of August, 2008 made by the said Mithu Samanta, Pompa Samanta, Suparna Samanta and Rina Samanta therein collectively referred to as the Declarants and registered with the Additional Registrar of Assurances II, Kolkata Being No. 3428 for the year 2009.



- xviii] Land Revenue Dhakhilas (Khajna Receipts) issued by the BL & LRO, Barasat II all dated 19th November, 2010 in respect of L.R.Dag Nos. 733 and 734.
- xix] L.R. Record of Rights in respect of L.R.Dag Nos. 733 and 734 in connection to L.R.Khatian Nos. 1697, 2031, 2157, 2237, 2724, 2725, 2726 & 2727.
- xx] Tax Receipt dated 13.6.2011 for the period 2011-2012 issued by, the Madhyagram Municipality in respect of Holding No.320, Jessore Road (South).
- xxi] Certificate(s) of Conversion issued by the Sub-Divisional Land and Land Reforms Officer, North 24-Parganas in respect of L.R.Dag No.733 under L.R.Khatian Nos. 1697, 2031, 2157, 2237, 2724, 2725, 2726 & 2727.

4] **SCOPE OF LIMITATION :**

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

We have assumed that the copies of the documents provided to us:

- a) bear the genuine signatures, dates, stamps, seals and other markings;
- b) in connection with any particular issue are the only documents available with the Owners relating to such issue;



c) have not been superseded by any other document not made available to us for whatever reason;

d) are 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.

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, we 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 Owners 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:

A. One Doly Chakrabarty was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of $27\frac{1}{2}$ Decimals equivalent to 16 Cottahs 8 Chittaks 31 Sq.ft. be the same a little more or less situate lying at Mouza Sahara, Touzi No. 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3, Khatian No. 47, 111 and 501, Dag No. 429, 433, 434 and 435, Thana Barasat, Sub-Registration Office Barasat, in the District the then 24-Parganas (hereinafter referred to as the **said first plot of land**).

B. By a Bengali Kobala dated 4th Ashad 1381 corresponding to 19th June 1974 made between the said Doly Chakrabarty therein referred to as the Vendor of the One Part and Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranjit Samanta the then a minor below the age of 18 years therein referred to as the Purchasers of the Other Part and registered with the Sub-Registration Office Barasat in Book No. 1, Volume No. 91, Pages 41 to 47, Being No. 6151 for the year 1974, the said Vendor, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Purchasers All That the piece or parcel of land containing an area of



10 Cotthas 7 Chittacks 5 Sq.ft. be the same a little more or less out of the said first plot of land, more fully and particularly described in the Schedule thereunder written.

C. One Minati Nath was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of $16\frac{1}{2}$ Decimals equivalent to 10 Cottahs be the same a little more or less situate lying at Mouza Sahara, Touzi No. 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3, Khatian No. 47, 111 and 501, Dag No. 429, 433, 434 and 435, Thana Barasat, Sub-Registration Office Barasat, in the District the then 24- Parganas (hereinafter referred to as the **said second plot of land**).

D. By another Bengali Kobala dated 4th Ashad 1381 corresponding to 19th June 1974 made between the said Minati Nath therein referred to as the Vendor of the One Part and the said Asit Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta, Ranjit Samanta and Nisith Kumar Samanta, the then a minor below the age of 18 years therein referred to as the Purchasers of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 91, Pages 48 to 54, Being No. 6152 for the year 1974, the said Vendor, for the consideration as mentioned therein granted conveyed transferred assured and assigned unto and in favour of the said Purchasers All That the said second plot of land more fully and particularly described in the Schedule thereunder written.



E. One Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal were seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 5 Bighas 1 Cottah 6 Chittaks 40 Sq.ft. situate lying at Mouza Sahara, Touzi No. 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3, Khatian No. 501, 359 and 111, Dag No. 428, 429, 430 and 435, Thana Barasat, Sub-Registration Office Barasat, in the District the then 24-Parganas (hereinafter referred to as the **said third plot of land**).

F. By another Bengali Kobala dated 8th Shraban 1381 corresponding to 25th July 1974 made between Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Asit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Barasat in Book No. 1, Volume No.106, Pages 17 to 24, Being No. 7447 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Asit Kumar Samanta All That undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

G. By another Bengali Kobala dated 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan



Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Nisith Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No.106, Pages 25 to 32, Being No. 7448 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Nisith Kumar Samanta All That undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

H. By another Bengali Kobala dated 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Ranajit Samanta then a minor under the age of 18 years therein referred to as the Purchaser of the Other Part and registered with the Sub-registrar Barasat in Book No. 1 Volume No.104 Pages 19 to 26 Being no. 7449 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Ranajit Kumar Samanta All That undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

I. By another Bengali Kobala dated 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal, Arun



Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Sanjit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 104, Pages 27 to 34, Being No. 7450 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Sanjit Kumar Samanta All That undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

J. By another Bengali Kobala dated 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Sarajit Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No.104, Pages 39 to X Being No. 7451 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Sarajit Kumar Samanta All That undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.



K. By another Bengali Kobala dated 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Sujit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 102, Pages X to 23, Being No. 7452 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Sujit Kumar Samanta All That undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.

L. By another Bengali Kobala dated 8th Shraban 1381 corresponding to 25th July 1974 made between the said Charan Bala Mandal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Kumar Mondal and Prabash Kumar Mondal therein collectively referred to as the Vendors of the One Part and Ajit Kumar Samanta therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 102, Pages 25 to 32, Being No. 7453 for the year 1974, the said Charan Bala Mandal and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Ajit Kumar Samanta All That undivided one sixth part or share of the said third plot of land more fully and particularly described in the Schedule thereunder written.



M. One Smt. Bhiva Thakur was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece or parcel of land containing an area of 2 Cottah 5 Chittacks 22 Sq.ft. be the same a little more or less situate lying at Mouza Sahara, Touzi No. 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3, C.S. Khatian No. 126, Khatian No. 713 (Part), Dag No. 432, Thana Barasat, Sub-Registration Office Barasat, in the District the then 24-Parganas (hereinafter referred to as the **said fourth plot of land**).

N. By another Bengali Kobala dated 7th Magh 1381 corresponding to 21th January 1975 made between the said Smt. Bhiva Thakur therein referred to as the Vendor of the One Part and the said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta therein referred to as the Purchasers of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 19, Pages 62 to 64, Being No. 604 for the year 1975, the said Vendor, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Asit Kumar Samanta and others All That the said fourth plot of land more fully and particularly described in the Schedule thereunder written.

O. One Gopal Sardar, Neri Sardar, Pengi Sardar, Kiran Sardar, Baidya Nath Sardar, Madan Sardar, Jamuna Sardar, Shyamali Sardar, Bijali Sardar, Rabi Sardar, Ranjan Sardar, Austo Sardar and Phul Kumari Sardar were seized and possessed of and/or otherwise well and



sufficiently entitled to All That the piece or parcel of land containing an area of 5 Cottahs 8 Chittacks be the same a little more or less situate lying at Mouza Sahara, Touzi 146, Pargana Anwarpur, J.L. No. 46, R.S. No. 3, Khatian No. 394, Dag No. 432, Thana Barasat, Sub-Registration Office Barasat, in the District the then 24 Parganas (hereinafter referred to as the **said fifth plot of land**).

P. By another Bengali Kobala dated 7th Chaitra 1381 corresponding to 21th March 1975 made between the said Gopal Sardar and others therein collectively referred to as the Vendors of the One Part and the said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta therein referred to as the Purchasers of the Other Part and registered with the Sub-Registrar Barasat in Book No. 1, Volume No. 36, Pages 224 to 232, Being No. 2938 for the year 1975, the said Gopal Sardar and others, for the consideration as mentioned therein, granted conveyed transferred assured and assigned unto and in favour of the said Asit Kumar Samanta and others All That the said fifth plot of land more fully and particularly described in the Schedule thereunder written.

Q. Thus the said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta became the absolute owners of the aforesaid plots of land containing total area of 6 Bighas 9 Cottahs 12 Chittacks and 27 Sq.ft. equivalent to 93,447 sq.ft. be the same a little more or less situate lying at Mouza Sahara, C.S. Dag Nos. 428, 429, 430, 431 (Part), 432, 434 (Part) and 435, under Khatian Nos. 47, 111,



126/75, 359, 393 and 501, J.L. No. 46, Touzi No. 146, R.S. No. 3, Sub-Registry Office Barasat, Ward No.19, Madhyamgram Municipality, P.S. Airport [formerly Barasat], District North 24-Parganas(hereinafter referred to as the **said entire land**).

R. Upon acquiring the said entire land the said Asit Kumar Samanta, Nisith Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranajit Samanta caused construction of boundary wall around the same and erected several buildings, structures and sheds thereon or on the portion thereof (hereinafter the said entire land and the said structures are collectively referred to as the **said property**) for the purpose of carrying on their partnership business.

S. By an Indenture of Conveyance dated the 13th day of September, 2002 made between the said Asit Kumar Samanta therein referred to as the Vendor of the One Part and Tantia Enterprise therein referred to as the Purchaser of the Other Part registered in the office of the Additional Registrar of Assurances II, Calcutta in Book No. 1 Volume No. I , Pages 1 to 16, Being No. 02197 for the year 2004 the said Vendor for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the said Purchaser All That his undivided 1/7th share or part in the said property.

T. By a Deed of Gift dated 22nd day of May 2006 made between Ajit Kumar Samanta therein referred to as the Donor of the One Part and Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and



Ranojit Samanta therein collectively referred to as the Donees of the Other Part and registered with the Registrar of Assurances, Kolkata in Book No.I, Volume No. 1, Pages 1 to 14, Being No. 05473, for the year 2008, the said Donor granted, transferred, conveyed, assured and assigned unto and in favour of the said Donees All That his undivided 1/7th share or part in the said property.

U. By another Indenture of Conveyance dated the 29th day of September, 2006 made between the said Tantia Enterprise, therein referred to as the Vendor of the One Part and Mithu Samanta, Pompa Samanta, Suparna Samanta and Rina Samanta therein collectively referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances II, Kolkata in Book No.I, Volume No. I, Pages 1 to 14, Being No. 6218, for the year 2008, the said Vendor for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the said Purchasers All That the said undivided 1/7th share or part in the said property.

V. By another Deed of Gift dated 30th day of June 2008 made between the said Nisith Kumar Samanta therein referred to as the Donor of the One Part and Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Samanta and Ranojit Samanta therein collectively referred to as the Donees of the Other Part and registered with the Additional District Sub-Registrar Bidhannagar in Book No.I, C.D.Volume No. 8, Pages 15431 to 15443, Being No. 08722, for the year 2008, the said Donor granted, transferred, conveyed, assured and assigned unto and in favour of the



said Donees All That his undivided 1/7th share or part in the said property.

W. The Owners represented that six original Bengali Kobalas recited in recitals B, D, F, L, N and P above out of the aforesaid recited eleven Bengali Kobalas have been lost and/or misplaced and as such a General Diary being no.2553 dated 23rd July, 2008 was lodged with the Shyampukur Police Station and publications have been made to that effect in "The Statesman" and "Dainik Statesman" on 31st July, 2008.

X. By a Deed of Declaration dated 22nd day of August, 2008 made by the said Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Kumar Samanta and Ranajit Kumar Samanta therein collectively referred to as the Declarants and registered with the Additional Registrar of Assurances II, Kolkata, in Book No.I, C.D.Volume No.6, Pages 5124 to 5132, Being No. 02395 for the year 2009, the said Declarants declared that by the aforesaid recited Deed of Gift dated 22nd day of May 2006 the Donor therein granted, transferred, assured and assigned unto and in favour of the Donees therein All That the piece and parcel of land containing an area of 18 cottahs 8 chittaks 28.8 sq.ft. equivalent to 13,349.57 Sq.ft. be the same a little more or less in stead of 16 cottahs 7 chittaks 24 sq.ft. as wrongly mentioned therein.

Y. By another Deed of Declaration dated 22nd day of August, 2008 made by the said Mithu Samanta, Pompa Samanta, Suparna Samanta and Rina Samanta therein collectively referred to as the Declarants and registered with the Additional Registrar of Assurances II, Kolkata in Book



No.1, C.D. Volume No. 8, Pages 4811 to 4819, Being No. 03428 for the year 2009, the said Declarants declared that by the aforesaid recited Indenture of Conveyance dated the 29th day of September, 2006 the Vendor therein granted, transferred, conveyed, assured and assigned unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 18 Cottahs 8 Chittacks 43 Sq. Ft. in stead of 18 cottahs 14 chittaks 15 sq.ft. as wrongly mentioned therein.

Z. The Owners thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said property free from all encumbrances, charges, liens, lispens, attachments, acquisitions, requisitions, trusts whatsoever.

5) The searches made:

a) At the offices of 1) Registrar of Assurances, Kolkata, 2) District Registrar, Barasat and 3) Addl. Dist. Sub-Registrar, Bidhannagar for the period from 1985 to June, 2013.

b) i) In the Court of 2nd Civil Judge (Sr. Div.) at Barasat, in the names of Sujit Kumar Samanta and Sarajit Kumar Samanta for the period from 2002 to 18.6.2013.

ii) In the Court of 3rd Civil Judge (Jr. Div.) at Sealdah, in the names of Sujit Kumar Samanta and Sarajit Kumar Samanta for the period from 2002 to 21.6.2013.



- c) At the office of the Land Acquisition Collector, Barasat.
- d) At the office of the Block Land and Land Reforms Office, Madhyamgram, North 24-Parganas.
- e) At the office of the Kolkata Metropolitan Development Authority.
- f) At the office of the Madhyamgram Municipality.

6) **Result of searches:**

a) **Registration Offices:**

i) From the Index-II searches made at the office of the Registrar of Assurances Kolkata, it transpires that there is no adverse entry against the said property during the aforementioned period. However, the searches were carried out on the basis of the available records.

The pages for the years 1983, 1984, 1985, 1989, 1990, 1992, 200 and 2001 were found to be torn and/or partly torn. The transfer volumes for the years 1986, 1987, 1991, 1993, 1994 and 1995 were not available.

ii) From the Index-II searches made at the office of the District Registrar Barasat, it transpires that there is no adverse entry against the said property during the aforementioned period. However, the searches were carried out on the basis of the available records.



The Books for the years 1983 and 1984 were not available. The pages for the years 1985 to 2002 were found out to be torn and/or partly torn.

iii) From the Index-II searches made at the office of the Additional District Sub-Registrar Bidhannagar it transpires that there is no adverse entry against the said property during the aforementioned period. However, the searches were carried out on the basis of the available records.

The volume for the year 1983 was found out to be damaged. Pages for the years 1986, 1988, 1990 to 2000 were found to be torn and/or partly torn.

b) Courts:

From the searches made in the Court of 2nd Civil Judge (Sr. Div.) at Barasat and Court of 3rd Civil Judge (Jr. Div.) at Sealdah it transpires that no money suit, title suit, money execution case, title execution case has been filed in the abovementioned Courts during the aforementioned period against the names as aforesaid.

c) Land Acquisition Collector:

From the searches made at the office of the Land Acquisition Collector, Barasat, it transpires that presently the land comprising the said property is not affected by any acquisition proceedings.



d] Block Land and Land Reforms Office:

From the searches made at the office of the Block Land and Land Reforms Office, Madhyamgram, North 24-Parganas it transpires that the land comprising of the abovementioned Dag nos. are not vested under the West Bengal Land Reforms Act, 1955.

e] Madhyamgram Municipality:

From the searches made at the office of the Madhyamgram Municipality it transpires that an amount of Rs. 8000/- is due and payable till the month of June, 2013 towards tax in respect of the said land which is numbered as Holding No.320, Jessore Road.

f] Kolkata Metropolitan Development Authority:

From the searches made at the office of the Kolkata Metropolitan Development Authority it transpires that the aforesaid land presently is not affected by any scheme of Kolkata Metropolitan Development Authority. We have already applied for the official information under the Right to Information Act, 2005 before the appropriate authority. We have not received any reply thereto till this date.



7) Certification:

Considering and on perusal of the aforesaid documents and based on the aforesaid searches we are of the view that the title of the above land in question appears to be marketable and the abovementioned Owners have title thereto.

Dated this 3rd day of January, 2014.

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


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

D04700Z

