



VICTOR MOSES & CO.

SOLICITORS, ADVOCATES,
PATENT & TRADEMARK ATTORNEYS.

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

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

REPORT ON TITLE

Re: All That the piece and parcel of land containing an area of 219 dcml. approximately situate lying at Mouza Jatragachi, comprised in L.R. Dag Nos. 238, 239 and 240, Police Station- Rajarhat, District North24-Parganas.

1] Owners:

i) Simplex Properties & Trading Private Limited, ii) Gajanand Birdika, iii) Gayatri Devi Birdika, iv) Manish Birdika, v) Rekha Birdika, vi) Sunita Munka, vii) Ankit Munka, viii) Anju Agarwal, ix) Sanjay Kumar Agarwal and x) Gajanand Munka.

2] Description :

ALL THAT All That the piece and parcel of land containing an area of 219 dcml. approximately situate lying at Mouza Jatragachi, J.L.No. 24, R.S.No. 195, Touzi Nos. 174 and 179, comprised in,

R.S. Dag Nos.	R.S. Khatian Nos.	L.R.Dag Nos.	L.R.Khatian Nos.	Area
238		238		69 dcml.
239		239		69 dcml.
240		240		81 dcml.
			TOTAL	219 dcml.

within the limits of the Jyangra Hatiara Gram Panchayat No.2, Police Station- Rajarhat, District North24-Parganas.

3] Copies Of Documents provided and perused :

- i. Bengali Ewaznama (Deed of Exchange) dated the 23rd day of November, 1955 made between Miyasuddin Mondal therein referred to as the Party of the First Part and Jatish Chandra Naskar therein referred to as the Party of the Second Part and registered with the Sub-Registrar Cossipur Dum Dum in Book No.I, Volume No.123, Pages 171-173, Being No.9032 for the year 1955.
- ii. Last Will and Testament (Bengali Achiyatnama) dated 9thSrabon, 1403 corresponding to the 25th day of July, 1996 of Ayesha Bibi registered with the Additional District Sub- Registrar, Bidhannagar, in Book No.III, Volume No. 1, Pages 213-216, Being No.42 for the year 1996.
- iii. Deed of Conveyance dated the 3rd day of August, 1992 made between Jelepan Bibi therein referred to as the Vendor of the One Part and Daulata Ali therein referred to as the Purchaser of the Other Part and registered with the A.D.S.R, Bidhannagar in Book No. I, Volume No. 166, Pages 23 to 28, Being No. 7573 for the year 1992.
- iv. Deed of Conveyance dated the 31st day of May, 1976 made between Jatindra Nath Mondal therein referred to as the Vendor of the One Part and Haren Mondal therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No.51, Pages 292 to 296, Being No.3599 for the year 1976.
- v. Deed of Conveyance dated the 2nd day of May, 2005 made between Julfikker Ali, Hafijur Ali and Manoara Bibi therein jointly referred to as the Vendor of the One Part and Simplex Properties and Trading Private Limited therein referee to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar Bidhanagar in Book No. I, Volume No.249, Pages 48 to 61, being no. 04087 for the year 2005.
- vi. Deed of Conveyance dated the 29th day of November, 2006 made Roupan Bibi therein referred to as the Vendor of the One Part and Simplex Properties & Trading Pvt. Ltd., therein referred to as the Purchaser of the Other Part and registered with the D.S.R.II, North 24-Parganas in Book No. I, Being No. 00140 for the year 2007.

- vii. Deed of Conveyance dated the 29th day of November, 2006 made between Daula Ali therein referred to as the Vendor of the One Part and Simplex Properties & Trading Pvt. Ltd., therein referred to as the Purchaser of the Other Part and registered with the D.S.R.II, North 24-Parganas in Book No. I, Being No. 00075 for the year 2007.
- viii. Deed of Conveyance dated the 29th day of November, 2006 made between Daula Ali therein referred to as the Vendor of the One Part and Simplex Properties & Trading Pvt. Ltd., therein referred to as the Purchaser of the Other Part and registered with the D.S.R.II, North 24-Parganas in Book No. I, Being No. 00144 for the year 2007.
- ix. Deed of Conveyance dated the 29th day of November, 2006 made between Daula Ali therein referred to as the Vendor of the One Part and Simplex Properties & Trading Pvt. Ltd., therein referred to as the Purchaser of the Other Part and registered with the D.S.R.II, North 24-Parganas in Book No. I, Being No. 00076 for the year 2007.
- x. Deed of Conveyance dated the 29th day of November, 2006 made between Daula Ali therein referred to as the Vendor of the One Part and Simplex Properties & Trading Pvt. Ltd., therein referred to as the Purchaser of the Other Part and registered with the D.S.R.II, North 24-Parganas in Book No. I, Being No. 00069 for the year 2007.
- xi. General Diary lodged with the Baguihati Police Station on 13th day of May, 2013 intimating loss of Deed of Conveyance dated the 2nd day of May, 2005 being no. 04087 for the year 2005 from the custody of the said Simplex Properties and Trading Private Limited.
- xii. Bengali Danpatra (Deed of Gift) dated 13th Chaitra, 1409 corresponding to the 28th day of March 2003 made between Mohamad Ali therein referred to as the Donor of the One Part and Md. Syed Ali therein referred to as the Donee of the Other Part and registered with the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.252, Pages 106 to 117, Being No.4467 for the year 2003.
- xiii. Deed of Conveyance dated the 7th day of December 2010 made between Dinesh Goyal, Rekha Goyal, Sova Goyal Jain, Shivratn Goyal, Bimala Devi Goyal and Rashmi Goyal therein jointly referred to as the Vendors of the One Part and Gajanand Birdika, Gayatri Devi Birdika, Manish Birdika, Rekha Birdika, Sunita Munka, Ankit Munka,

Anju Agarwal, Sanjay Kumar Agarwal and Gajanand Munka therein jointly referred to as the Purchasers of the Other Part and registered with Additional District Sub-Registrar, Bidhannanagar, North 24 Parganas in Book No.1, CD Volume No.19 Pages 582 to 619 being No.11915 for the year 2010.

xiv. R.S. Porcha in respect of Dag No.240 in the name of Md. Ali.

xv. R.S. Porcha in respect of Dag No.240 in the name of Abed Ali.

xvi. L.R. Porcha (Record of Rights) in respect of L.R. Dag No. 238 and 239 recorded in the name of Simplex Properties & Trading Private Limited under L.R. Khatian No.1361.

xvii. L.R. Record of Rights of Gajanand Birdika, Gayatri Devi Birdika, Rekha Birdika, Gajanand Munka, Sunita Munka, Ankit Munka, Anju Agarwal and Sanjay Kumar Agarwal in respect of L.R. Dag No.240.

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 above named 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.

5) Searches conducted as instructed :

a.) Index-I at the offices of i) Registrar of Assurances, Kolkata, ii) District Registrar, Barasat, iii) Additional District Sub-Registrar, Bidhannagar and iv) Additional District Sub-Registrar, Rajarhat in the names of i) Gajanand Bridika, ii) Gajanad Munka, and iii) Sanjay Kumar Agarwal from 2010 to July, 2014 and in the name of Simplex Properties & Trading Private Limited from 2006 to July, 2014;

b) Index-II at the offices of i) Registrar of Assurances, Kolkata, ii) District Registrar, Barasat, iii) Additional District Sub-Registrar, Bidhannagar and iv) Additional District Sub-Registrar, Rajarhat in respect of the above land from 2012 to July, 2014;

c) In the Courts of Learned 1st Civil Judge [Senior Division] at Barasat and Learned 1st Civil Judge [Junior Division] at Barasat in the names of Simplex Properties and Trading Private Limited from 2006 to November, 2014, Dinesh Goyal from 2010 to 2014, Daulata Ali from 2003 to 2006, and Gajanad Birdika from 2010 to November, 2014;

d) At the office of the Land Acquisition Collector, Barasat;

e) At the office of the B.L. & L.R.O., Rajarhat;

- f) At the office of the HIDCO;
- g) At Registrar of Companies, West Bengal.

6) Devolution :

A. By a Bengali Ewaznama (Deed of Exchange) dated the 23rd day of November, 1955 made between one Miyasuddin Mondal therein referred to as the Party of the First Part and one Jatish Chandra Naskar therein referred to as the Party of the Second Part and registered with the Sub-Registrar Cossipur Dum Dum in Book No.I, Volume No.123, Pages 171-173, Being No.9032 for the year 1955, the said Miyasuddin Mondal was allotted, inter alia, All that the piece and parcel of Sali land containing an area of 69 decimal be the same a little more or less situate lying at Mouza Jatragachi, J.L. No. 24, R.S. No. 195, Touji No., 174/179 comprised in C.S. Dag No. 220 corresponding to R.S. Dag No. 238 under C.S. Khatian No. 292, Police Station Rajarhat, District the then 24-Parganas more fully and particularly described in the schedule there under written [herein after referred to as the **said first plot of land**].

B. The said MiyasuddinMondal died intestate leaving him surviving his four sons, Moula Box Mondal being one of them, as his heirs and legal representatives.

C. Upon the death of the said Miyasuddin Mondal, his four sons amicably settled upon themselves all the properties inherited by them and by such amicable and mutual partition the said Moula Box Mondal was allotted to the exclusion of his other three brothers All that said first plot of land.

D. The said amicable partition was acted upon and the said Moula Box Mondal continued to possess and enjoy the said first plot of land without any interruption till his death.

E. The said Moula Box Mondal died intestate leaving behind him surviving his widow Aysa Bibi, only son Daulata Ali and three daughters namely- JelepansBibi, RoupanBibi and TurpanBibi, as his heir, heiresses and legal representatives who upon his death became jointly entitled to All that the said first plot of land.

F. Thus according to the law of inheritance under the Mohamedan Law, the said first plot of land was inherited by the said Aysa Bibi,

Daulata Ali, Jelepan Bibi, Roupan Bibi and Turpan Bibi in the following manner:

Aysa Bibi - 8.625 dcml. approx.;

Daulata Ali - 24.15 dcml. appr.;

Jelepan Bibi - 12.075 dcml. appr.;

Roupan Bibi -12.075 dcml.appr.;

Turpan Bibi -12.075 dcml.appr.;

G. The said Aysa Bibi died on the 3rd day of May, 1997 after making and publishing Last Will and Testament (Bengali Achiyatnama) dated 9th Srabon, 1403 corresponding to the 25th day of July, 1996 registered with the Additional District Sub- Registrar, Bidhannagar, in Book No.III, Volume No. 1, Pages 213-216, Being No.42 for the year 1996 and thereby and there under gave devised and bequeathed inter alia her undivided share in the said first plot of land unto and in favour of her only son Daulata Ali and appointed one Yakub Ali as the Sole Executor of the Will.

H. By a Deed of Conveyance dated the 3rd day of August, 1992 made between the said Jelepan Bibi therein referred to as the Vendor of the One Part and the said Daulata Ali therein referred to as the Purchaser of the Other Part and registered with the A.D.S.R, Bidhannagar in Book No. I, Volume No. 166, Pages 23 to 28, Being No. 7573 for the year 1992 the Vendor therein at and for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 12.075 dcml. equivalent to 7 cotthas 4 chittaks 24 sq.ft. be the same or a little more or less together with katcha structure thereon equivalent to her undivided share in the said first plot of land absolutely and forever.

I. Thus the said Daulata Ali became seized and possessed of and/or otherwise well and sufficiently entitled to All that the total piece and parcel of land containing an area of 44.85 dcml. be the same or a little more or less out of the said first plot of land.

J. By six separate Deeds of Conveyance executed on several dates the said Daulata Ali, Roupan Bibi and Turpan Bibi disposed off their entire

share in the said first plot of land in favour of Simplex Properties & Trading Pvt. Ltd. in the following manner:

Sr. No.	Vendor	Registration office	Registration details	Area sold
1.	Roupan Bibi	District Registrar II, North 24, Parganas	Book No. I, Volume No. 1, Pages 1 to 11, Being No. 00140 for the year 2007	7 Cottahs, 4 Chittacks
2.	TourpanBibi	District Registrar II, North 24, Parganas	Book No. I, Volume No. 1, Pages 1 to 11, Being No. 00068 for the year 2007	7 Cottahs, 4 Chittacks
3.	Daulata Ali	District Registrar II, North 24, Parganas	Book No. I, Volume No. 1, Pages 1 to 11, Being No. 00075 for the year 2007	7 cotahs 8 chittaks
4.	Daulata Ali	District Registrar II, North 24, Parganas	Book No. I, Volume No. 1, Pages 1 to 11, Being No. 00076 for the year 2007	7 cotahs 8 chittaks
5.	Daulata Ali	District Registrar II, North 24, Parganas	Book No. I, Volume No. 1, Pages 1 to 11, Being No. 00144 for the year 2007	5 cottahs
6.	Daulata Ali	District Registrar II, North 24, Parganas	Book No. I, Volume No. 1, Pages 1 to 11, Being No. 00069 for the year 2007	7 cotahs 4 chittaks 24 sq.ft.

K. Thus being seized and possessed of and/or otherwise well and sufficiently entitled to All that the said piece and parcel of land containing an area of 69 dcml. be the same or a little more or less comprised in C.S. Dag No. 220 corresponding to R.S. Dag No. 238 corresponding to L.R. Dag No. 238 being the said first plot of land, the said Simplex Properties & Trading Pvt. Ltd. has recorded its name in respect thereof with the concerned B.L.& L.R.O. under L.R. KhatianNo.1361.

L. By a Deed of Conveyance made sometime in the year 1925, between one Sushila Bala Dasi therein referred to as the Vendor of the

One Part and one Smt. Brihaspati Dasi therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Cossipore Dum Dum in Book No.I, Volume No.13, Pages 152 to 153, Being No.1210, for the year 1925, the Vendor therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece or parcel of Sali land containing an area of 2 Acre 08 dcml. lying situated at Mouza - Jatragachi, J.L.No.24, R.S.No.195, Touzi No.174/179, comprised in C.S. Dag No.221 corresponding to R.S.Dag No.239, under C.S. Khatian No.144, Police Station- Rajarhat, District the then 24-Parganas, more fully described in the Schedule there under written (herein after referred to as the **said larger land**).

M. The said Brihaspati Dasi who during her lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind her surviving her only one daughter Padmamoni Dasi as her only heiress and legal representative who upon her death became entitled to All that the said larger land.

N. The said Padmamoni Dasi who during her lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind her surviving her only son Jatindra Nath Mondal who upon her death became entitled to All that the said larger land.

O. The said Jatindra Nath Mondal recorded his name in respect of the said larger land in the Revisional Settlement Records of Right under R.S. Khatian No.165.

P. By a Deed of Conveyance dated the 31st day of May, 1976 made between the said Jatindra Nath Mondal therein referred to as the Vendor of the One Part and one Haren Mondal therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Cossipore Dum Dum, in Book No. I, Volume No.51, Pages 292 to 296, Being No.3599 for the year 1976, the Vendor therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All that the piece or parcel of Sali land containing an area of 69 dcml., be the same or a little more or less out of and being part of the said larger land more fully and particularly described in the schedule there under written (herein after referred to as the **said second plot of land**).

Q. The said Haran Mondal had his name recorded in the L.R. Settlement Records of Right in respect of the said land.

R. The said Haran Mondal died intestate leaving behind him surviving his two sons namely Julfikker Ali and Hafijur Ali and only daughter Manoara Bibi as his heirs heiress and legal representatives who upon his death became entitled to All that the said second plot of land.

S. By a Deed of Conveyance dated the 2nd day of May, 2005 made between the said Julfikker Ali, Hafijur Ali and Manoara Bibi therein jointly referred to as the Vendor of the One Part and Simplex Properties and Trading Private Limited therein referee to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar Bidhanagar in Book No. I, Volume No.249, Pages 48 to 61, being no. 04087 for the year 2005 the Vendors therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All that the said second plot of land.

T. The said Deed of Conveyance dated the 2nd day of May, 2005 being no. 04087 for the year 2005 is missing from the custody of the said Simplex Properties and Trading Private Limited on and from about 10th April, 2013 and a General Diary has been lodged with the Baguihati Police Station to this effect on 13th day of May, 2013.

U. The said Simplex Properties & Trading Pvt. Ltd. has recorded its name in respect of the said piece and parcel of land containing an area of 69 dcml. be the same or a little more or less comprised in C.S. Dag No. 221 corresponding to R.S. Dag No. 239 corresponding to L.R. Dag No.239 being the said second plot of land with the concerned B.L.& L.R.O. under L.R. Khatian No. 1361.

V. One Babulal Mondal was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of Sali Land containing an area of 96 decimal be the same or a little more or less lying situate at Mouza Jatragachi, comprised in R.S. Dag No.240, Police Station Rajarhat, District-24 Parganas (herein after referred to as the **said larger land**).

W. Upon the death of the said BabulalMondal, his sole widow Hingul Jan, two sons namely, Mohammad Ali and Wajed Ali and only daughter

MotejanBibi became, each having respective undivided share as per the Mohamedan Law, jointly entitled to All that the said larger land.

X. Upon the death of the said Hingul Jan, the said i) Mohammad Ali, ii) Wajed Ali and iii) MotejanBibi became, each having respective undivided share as per the Mohamedan Law, jointly entitled to All that the said larger land and recorded their names as Raiyat in the Revenue Settlement Record of Rights in respect thereof.

Y. By a Bengali Kobala (Deed of Sale) dated 14thMagh, 1409 corresponding to the 28th day of January 2003 made between the said Motejan Bibi therein referred to as the Vendor of the One Part and one Md. Syed Ali and others therein jointly referred to as the Purchasers of the Other Part and registered with the ADSR, Bidhannagar in Book No. 1, Being No. 4719 for the year 2003 the Vendor therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All that the piece and parcel of land containing an area of 19 decimals out of the said larger land, in the following manner :-

Syed Ali	-	.0950 decimal
Rahmat Ali	-	} .0950 decimal
Hasem Ali	-	
Kasem Ali	-	

more fully and particularly described in the Schedule there under written.

Z. By a Bengali Danpatra (Deed of Gift) dated 13thChaitra, 1409 corresponding to the 28th day of March 2003 made between the said Mohamad Ali therein referred to as the Donor of the One Part and the said Md. Syed Ali therein referred to as the Donee of the Other Part and registered with the Additional District Sub-Registrar, Bidhannagar in Book No.I, Volume No.252, Pages 106 to 117, Being No.4467 for the year 2003 the Donor therein out of his natural love and affection towards the Donee therein granted, transferred; gifted, assigned and assured unto and in favour of the Donee therein All That the said piece and parcel of land containing an area of 39 decimal out of the said larger land more fully and particularly described in the Schedule there under written.

AA. Thus the said Md. Syed Ali became seized and possessed of All the total piece and parcel of land containing an area of 48.5 dcml. be the same or a little more or less being part of the said larger land comprised in R.S.Dag No. 240.

BB. The said Wajed Ali died intestate leaving behind him surviving his only widow Fuljan Bibi, three sons, namely Rahamat Ali, Hasem Ali and Kasem Ali and two daughters, namely Golenur Bibi and Rupbanu Bibi as his heirs, heiress and legal representatives who upon his death became, each having respective undivided share as per the Mohamedan Law, jointly entitled to All That the undivided share of said Wajed Ali in the said larger land.

CC. The said Md. Syed Ali, Fuljan Bibi, Golenur Bibi, Rupbanu Bibi, Kashem Ali, Rahmat Ali and Hashem Ali subsequently disposed off portion of their respective share of land aggregating piece and parcel of land containing an area of 49 cotthahs 8 chittaks 22 sq.ft. equivalent to 81 dcml. be the same or a little more or less out of the said larger land unto and in favour of various purchasers in the following manner:

Vendor	Purchaser	Dt. of executi-on	Vol. No.	Pages	Being No.	Aera sold
Md. Syed Ali	Dinesh Goyal	31.1.05	44	163-174	737/05	8 cottah
GolenurBibi &Rupabanu Bibi	RekhaGoyal	21.12.04	507	116-128	8534/04	5 cottah 1 chittack 22 Sq. Ft.
Md. Syed Ali	SovaGoyal Jain	21.3.05	119	73-84	1953/05	8 cottah7 chitak
Md. Syed Ali &FuljanBibi	ShivratanGoyal	15.3.05	106	144-157	1744/05	8 cottha
Kasem Ali	Bimala Devi Goyal	7.2.05	57	62-78	841/05	5 cottah
Rahmat Ali &Hasem Ali	RashmiGoyal	17.1.05	31	212-223	513/05	10 cottah
Md. Syed Ali	RekhaGoyal	21.12.04	508	100-112	8549/04	5 cottah

DD. The said i) Dinesh Goyal, ii) RekhaGoyal, iii) SovaGoyal Jain, iv) ShivratanGoyal, v) Bimala Devi Goyal and vi) RashmiGoyal mutated their names in respect of the said piece and parcel of land containing an area of 49 cotthahs 8 chittaks 22 sq.ft. equivalent to 81 dcml. be the same or

a little more or less (herein after referred to as the **said third plot of land**) with the concerned B.L. & L.R.O. under L.R.Khatian Nos. 1326, 1327, 1328, 1329, 1330 and 1331.

EE. By another Deed of Conveyance dated the 7th day of December 2010 made between said Dinesh Goyal, RekhaGoyal, SovaGoyal Jain, ShivratanGoyal, Bimala Devi Goyal and RashmiGoyal therein jointly referred to as the Vendors of the One Part and GajanandBirdika, Gayatri Devi Birdika, Manish Birdika, RekhaBirdika, SunitaMunka, AnkitMunka, AnjuAgarwal, Sanjay Kumar Agarwal and GajanandMunka therein jointly referred to as the Purchasers of the Other Part and registered with Additional District Sub-Registrar, Bidhannanagar, North 24 Parganas in Book No.1, CD Volume No.19 Pages 582 to 619 being No.11915 for the year 2010 the Vendors therein at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That the said third plot of land.

FF. The said i) GajanandBirdika, ii) Gayatri Devi Birdika, iii) Manish Birdika, iv) RekhaBirdika, v) SunitaMunka, vi) AnkitMunka, vii) AnjuAgarwal, viii) Sanjay Kumar Agarwal and ix) GajanandMunka mutated their names in respect of the said third plot of land with the concerned B.L. & L.R.O. under L.R.Khatian Nos. 1488 to 1496.

7) Result Of Searches:

a) Registration Offices:

a.i) From the Index II searches made at the offices of the Registrar of Assurances, Kolkata, District Registrar, Barasat, Additional District Sub-Registrar, Bidhannagar and Additional District Sub-Registrar, Rajarhat in respect of the above mentioned land during the abovementioned period no adverse entry was found out.

a.ii) From the Index I searches made at the offices of the Registrar of Assurances, Kolkata, District Registrar, Barasat, Additional District Sub-Registrar, Bidhannagar and Additional District Sub-Registrar, Rajarhat in respect of the above mentioned names during the abovementioned period no adverse entry was found out.

b] Courts:

From the searches made in the suit register of the above mentioned courts against the abovementioned names during the abovementioned periods it transpires that no money suit, money execution case, title suit and title execution case has been filed or pending in the abovementioned Courts affecting the above mentioned land.

c] Land Acquisition Collector, Barasat:

From the information gathered from the Land Acquisition Collector, Barasat, it transpires that presently, the land is not affected by any acquisition or requisition proceedings. We have already applied under the Right to Information Act, 2005 for the official information before the appropriate authority. However, we are yet to receive any response thereto.

d] B.L. & L.R.O., Rajarhat:


From the searches made at the office of the B.L. & L.R.O., Behala it transpires that the names of the above owners have been recorded as the owners of the above land.

e] Housing Infrastructure and Development Corporation Limited:

In response to our application under the Right to Information Act, 2005 for the official information, the HIDCO has informed that the above mentioned land presently is not affected by any of its scheme or project.

f] Registrar of Companies, West Bengal:

From the searches made it transpires that the Simplex Properties and Tradings Private Limited has not created any charge over the above mentioned land or part thereof.



8) Conclusion:

Upon perusal of the abovementioned documents, papers and searches, we are of the view that the title of the property in question appears to be marketable and the owners have title to the same.

Dated this 17th day of December, 2014.

For VICTOR MOSES & CO.,
SOLICITORS & ADVOCATES


(D.N. MITTRA)
PARTNER

D04829