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REPORT ON TITLE

Re: Premises No.24C/1, Bediadanga
2nd Lane, Police Station-Kasba,
Ward No.67, Kolkata-700 39.

1) **Owner:**

Sanjay Bhushan Dutta

2) **Description:**

ALL THAT the piece and parcels of land containing an area of 18 cottahs 8 chittaks 16 sq.ft. (on physical measurement 19 cottahs 2 chittaks 13 sq.ft.) be the same or a little more or less situate lying at Mouza Bondel, Grand Division-V, Sub Division-I, presently being Premises No.24C/1, Bediadanga 2nd Lane (previously Premises Nos.13, Bediadanga 1st Lane and 24C/1, Bediadanga 2nd Lane), Police Station-Kasba, Ward No.67, within the Kolkata Municipal Corporation, Kolkata-700 039 and butted and bounded as follows:

ON THE NORTH	: Premises No.24, Bediadanga 2 nd Lane;
ON THE EAST	: Wide passage;
ON THE WEST	: Premises No.13, Bediadanga 1 st Lane;
ON THE SOUTH	: Bediadanga 1 st Lane;

3) **Copies of Documents perused:**

i. Deed of Conveyance dated the 20th day of May, 1947 made between Atul Krishna Dutta therein referred to as the Vendor of the One Part and Punyabant Singh Bothra and Benoybant Singh Bothra therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar at Alipore in Book No.1, Volume No.28, Pages 271 to 276, Being No.1541 for the year 1947.

ii. Deed of Conveyance dated the 16th day of September, 1958 made between Benoybant Singh Bothra therein referred to as the Vendor of the One Part and Smt. Magan Kumari Bothra therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Alipore in Book No.1, Volume No.131, Pages 213 to 222, Being No.8012 for the year 1958.

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- ix. Indenture dated the 10th July, 1998 made between Nemai Ratan Dutta & Ors. therein jointly referred to as the Vendors of the One Part and Sanjay Bhushan Dutta therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.23, Pages 252 to 275, Being No.774 for the year 2000.
- x. Bengali Aposh Bontonnama (Deed of Partition) dated the 6th day of October, 2004 made between the said Radharani Dutta, Subodh Kumar Dutta and Subir Kumar Dutta, Gita Rani Kundu, Shibani Saha and Rita Dutta therein jointly referred to as the Party of the First Part, the said Dr. Debashish Dutta therein referred to as the Party of the Second Part and the said Netai Ratan Dutta therein referred to as the Party of the Third Part and registered with the Additional District Sub-Registrar, Sealdah in Book No.1, Volume No.7, Pages 263 to 270, Being No.150 for the year 2005.
- xi. Indenture of Conveyance dated the 11th May, 2005 made between the said Debashish Dutta therein referred to as the Vendor of the One Part and the said Sanjoy Bhushan Dutta therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.1, Pages 1 to 17, Being No.6056 for the year 2005.
- xii. No Dues Certificate dated 18th November, 2014 issued by The West Bengal Financial Corporation (WBFC).
- xiii. Order dated 23rd December, 2015 passed by the Hon'ble High Court at Calcutta in W.P. No. 215 of 2015 (Sanjay Bhushan Dutta v/s. West Bengal Financial Corporation & ors.).
- xiv. Deed of Release dated the 22nd day of December, 2014 made between West Bengal Financial Corporation (WBFC) therein referred to as the Releaser of the One Part and Sanjay Bhushan Dutta therein referred to as the Releasee of the Other Part Being No. 11653 for the year 2014.
- xv. General Diary Entry No. 2784 dated 19.7.16 lodged with the Kasba Police Station by Sanjay Bhushan Dutta regarding loss of original documents of title by WBFC.
- xvi. Public Notices regarding loss of the Original Documents of Title in the Bartaman published on 23.7.2016 and in The Times of India published on 23.7.2016.

xvii. KMC Tax Receipts dated 07.07.2018 in respect of above mentioned premises under the Assessee No. 210670511509.

xviii. Development Agreement dated the 12th August, 2016 made between Sanjay Bhushan Dutta therein referred to as the Owner of the One Part and Vee Dee Realtors Private Limited represented through its Director Mr. Selcharendu Dutta, therein referred to as the Developer of the Other Part and registered with the Registrar of Assurances-I, Kolkata in Book No.I, C.D. Volume No.1901-2016, Being No.190106257 for the year 2016.

xix. General Power of Attorney dated 23rd August, 2016 registered with the Registrar of Assurances-III, Kolkata in Book No.IV, Volume No.1903-2016, Being No.190305208 for the year 2016 executed by the Owner above named.

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 Owner 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 Owner 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 Owner 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 made through our representatives:

- a) Index-II search in respect of the above mentioned premises at the Offices of the Registrar of Assurances, Kolkata, the District Registrar, Alipore, District Sub-Registrar, Alipore and the A.D. Sub-Registrar, Sealdah from 1947 to 2016 and from 2016 to January, 2019 at the offices of the ARA-I, Kolkata, DSR-III, Scuh 24-Parganas and ADSR, Sealdah.
- b)
 - i) In the Court of the Learned 5th Civil Judge (Senior Division) at Alipore in the name of Sanjay Bhushan Dutta from 2005 to 1st February, 2019.
 - ii) In the Court of the Learned 1st Civil Judge (Junior Division) at Alipore in the name of Sanjay Bhushan Dutta from 2005 to 1st February, 2019.
 - iii) In the Court of the Learned 2nd Civil Judge (Junior Division) at Alipore in the name of Sanjay Bhushan Dutta from 2005 to 1st February, 2019.
- c) At the office of the Land Acquisition Collector, Kolkata;
- d) At the office of the Kolkata Municipal Corporation;
- e) At the office of the Ld. Controller, Kolkata Thika Tenancy.
- f) At the office of the Kolkata Metropolitan Development Authority.
- g) At the office of the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976.

6) Devolution of title:

A. One Atul Krishna Dutt was seized and possessed of and/or otherwise well and sufficiently entitled to All that the piece or parcel of railway relinquished revenue redeemed collectorate land containing an area of 1 Bigha 8 Cottahs 7 Chittacks and 33 Sq.ft. be the same or a little more or less together with one single storied brick-built dwelling house erected thereon or on the part thereof lying and situate at Mouza Bondei, Dibi Panchannagram, Grand Division-V, Holding No.485, being Premises No.19, Bediadanga 1st Lane within the then Tollygunge Municipality in the district of the then 24 Parganas (herein after referred to as the **said larger premises**).

B. By a Deed of Conveyance dated the 20th day of May, 1947 made between the said Atul Krishna Dutta therein referred to as the Vendor of the One Part and one Punyabant Singh Bothra and Benoybant Singh Bothra therein jointly referred to as the Purchasers of the Other Part and registered with the Sub-Registrar at Alipore in Book No.I, Volume No.28, Pages 271 to 276, Being No.1541 for the year 1947 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 said larger premises more fully and particularly described in the Schedule there under written.

C. Tollygunge Municipality was thereafter merged with the then Corporation of Calcutta.

D. Subsequently the said Premises No.19, Bediadanga 1st Lane was renumbered as Premises No.13, Bediadanga, 1st Lane, the then Calcutta.

E. By another Deed of Conveyance dated the 16th day of September, 1958 made between the said Benoybant Singh Bothra therein referred to as the Vendor of the One Part and one Smt. Magan Kumari Bothra, wife of the said Punyabant Singh Bothra therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar Alipore in Book No.I, Volume No.131, Pages 213 to 222, Being No.8012 for the year 1958 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 his undivided half share in the said larger premises more fully and particularly described in the schedule there under written.

F. Thus the said Smt. Magan Kumari Bothra and Punyabant Singh Bothra became jointly seized and possessed of and/or otherwise well and sufficiently entitled to All that the said larger premises each having undivided half share therein.

G. By another Indenture of Conveyance dated the 14th day of August, 1974 made between the said Smt. Magan Kumari Bothra, therein referred to as the Vendor of the First Part, said Punyabant Singh Bhotra therein referred to as the Confirming Party of the Second Part and one Nil Ratan Dutta, Nemat Ratan Dutta and Netai Ratan Dutta therein jointly referred to as the Purchasers of the Third Part and registered with the office of the Registrar of Assurances, Calcutta in Book No.1, Volume No.202, Pages 286 to 293, Being No.4998 for the year 1974 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 her undivided half share in the demarcated eastern portion of the said larger premises containing an area of 21 Cottahs 11 Chittacks and 37 Sq.ft. be the same a little more or less more fully and particularly described in the schedule there under written.

H. By another Deed of Conveyance dated the 14th day of August, 1974 made between the said Punyabant Singh Bhotra therein referred to as the Vendor of the One Part and the said Nilratan Dutta, Nemat Ratan Dutta and Netai Ratan Dutta therein jointly referred to as the Purchasers of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No.1, Volume No.202, Pages 274 to 284, Being No.4999 for the year 1974 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 his undivided half share in the demarcated eastern portion of the said larger premises containing an area of 21 Cottahs 11 Chittacks and 37 Sq.ft. be the same a little more or less more fully and particularly described in the schedule there under written.

I. Thus the said Nilratan Dutta, Nemat Ratan Dutta and Netai Ratan Dutta became jointly 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 21 Cottahs 11 Chittack and 37 Sq.ft. be the same or a little more or less being the eastern part of Premises No. 13, Bediadanga 1st Lane and they duly mutated their names in the assessment records of the then Corporation of Calcutta and the same was segregated from the said larger premises and was renumbered as Premises No. 24C, Bediadanga 2nd Lane, Kolkata-39 (herein after referred to as the **said new premises**).

J. Thus the said Smt. Magan Kumari Bothra and Punyabant Singh Bothra after disposing off the major portion of the said larger premises as aforesaid were jointly left with a piece and parcel of land containing an area of 7 cottahs 5 chittaks 19 sq.ft. approximately (on physical measurement) being the remaining portion of the said larger Premises.

K. Subsequently the said Smt. Magan Kumari Bothra and Punyabant Singh Bothra mutually decided to demarcate and divide the said piece and parcel of land containing an area of 7 cottahs 5 chittaks 19 sq.ft. be the same or a little more or less being the remaining portion of the said larger premises in equal share.

L. Accordingly the said Smt. Magan Kumari Bothra became seized and possessed of All that the demarcated piece or parcel of land containing an area of 3 Cottahs 10 Chittacks 9 Sq.ft. be the same or a little more or less being Lot No.B and said Punyabant Singh Bothra became seized and possessed of the other portion being marked as Lot A.

M. The said Punyabant Singh Bothra died on 22nd December, 1974 after making and publishing his Last Will and Testament dated the 31st January, 1961 whereby and where under he-

i) appointed his wife said Smt. Magan Kumari Bothra as the Executrix and his sons Sushil Kumar Bothra and Prasanta Kumar Bothra as the joint Executors to the said Will and Testament;

ii) gave devised and bequeathed unto and in favour of his said widow and two sons all that his undivided share in the said piece and parcel of land containing an area of 7 cottahs 5 chittaks 19 sq.ft. be the same or a little more or less being the remaining portion of the said larger premises.

N. Upon the death of the said Punyabant Singh Bothra the Executors and Executrix of his Will had duly applied to the District Delegate, Alipore for grant of Probate of the said Will and the same was numbered as Probate Case No.164 of 1975(P).

O. Sometime in March, 1976 one Sanjoy Bhusan Dutta filed a suit in the Hon'ble High Court at Calcutta being Suit No.109 of 1976 inter alia praying for a declaration that he was entitled to retain possession of the portion of the said Premises No.13, Bediadanga 1st Lane then divided into two plots being Lot "A" and Lot "B" and for further declaration that the defendants viz. said Smt. Magan Kumari Bothra, Sushil Kumar Bothra and Prasanta Kumar Bothra were not entitled to interfere with his possession in respect of the said lots of land and for other reliefs.

P. In the said suit a Terms of Settlement was filed on 10th April, 1976 and the Hon'ble High Court was pleased pass the Decree on the basis of such terms of settlement and it was decreed that the defendants would arrange for sale of both the Lots "A" and "B" of premises No.13.

Bediadanga 1st Lane to the plaintiff Sanjoy Bhusan Dutta at or for the consideration as agreed upon.

Q. Pursuant to the said compromise and during the pendency of the said Probate proceeding, by a Deed of Conveyance dated the 24th day of April, 1976 made between the said Sm. Magan Kumari Bothra therein referred to as the Vendor of the First Part, the said Sushil Kumar Bothra and Prasanta Kumar Bothra therein jointly referred to as the Confirming Parties of the Second Part and the said Sanjoy Bhusan Dutta therein referred to as the Purchaser of the Third Part and registered with the Registrar of Assurances Calcutta in Book No.1, Vol. No.127, Pages 130 to 142, Being No.2683 for the year 1976, the said Sm. Magan Kumari Bothra at and for the consideration mentioned therein and with the consent and concurrence of the Confirming Parties therein granted transferred conveyed assigned and assured unto and in favour of the said Sanjoy Bhusan Dutta All that the demarcated piece or parcel of land containing an area of 3 Cottahs 10 Chittacks 9 Sq.ft. be the same or a little more or less being the demarcated Plot of land marked as Lot No. B out of the remaining portion of the said premises No.13, Bediadanga 1st Lane more fully and particularly described in the Schedule there under written.

R. By another Deed of Conveyance dated the 14th day of August, 1976 made between the Executors to the Estate of Punyabant Singh Bothra therein referred to as the Executors of the First Part, the Beneficiaries to the Will and the sole heirs and legal representatives of Punyabant Singh Bothra therein jointly referred to as the Confirming Parties of the Second Part and the said Sanjoy Bhusan Dutta therein referred to as the Purchaser of the Third Part and registered with the Registrar of Assurances, Calcutta in Book No.1, Volume No.145, Pages 184 to 195, Being No.3180 for the year 1976 the Executors 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 demarcated piece or parcel of land containing an area of 3 Cottahs 10 Chittacks 35 Sq.ft. be the same or a little more or less being the demarcated Plot of land marked as Lot No. A out of the remaining portion of the said premises No.13, Bediadanga 1st Lane more fully and particularly described in the Schedule there under written.

S. As some mistakes had crept in the said Deed of Conveyance dated 14.08.1976 being no. 3180 for the year 1976 the said mistakes was rectified through a Supplemental Deed dated 13th October, 1976 made between the same parties and registered with the Registrar of Assurances, Calcutta in Book No.1, Volume No.170, Pages 148 to 154, Being No. 3990 for the year 1976.

T. Thus the said Sanjoy Bhusan Dutta 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 7 cottahs 5 chittacks 19 Sq.ft be the same or a little more or less lying situate at the said premises No.13, Bediadanga 1st Lane.

U. Meanwhile the following development took place in respect of the said new premises being Premises No.24C, Bedia Danga 2nd Lane, as narrated hereunder:

i) By a Deed of Partnership dated the 29th day of July, 1969 the said Nil Ratan Dutta, Nemaï Ratan Dutta and Netaji Ratan Dutta mutually agreed to carry on a business in co-partnership under the name and style of Jessore Comb Industry Company at and from the said new premises being Premises No.24C, Bedia Danga 2nd Lane.

ii) Jessore Comb Industry Company applied to and obtained from Central Bank of India, Main Branch at premises no. 33, Netaji Subhas Road, the then Calcutta-700 001 for an overdraft and/or cash credit account of a limit of Rs 9,00,000/- (Rupees Nine Lacs only).

iii) To secure the due re-payment of the said loan granted by the said Bank to the said Jessore Comb Industry Company at the request of the said Bank the Nil Ratan Dutta & Ors. deposited the original title deeds of the above land and premises No.24C, Bedia Danga 2nd Lane with intent to create a security thereon in favour of the said Bank.

iv) The said Nil Ratan Dutta who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 5th December, 1983 leaving behind him surviving his widow Radharani Dutta and two sons namely Subodh Kumar Dutta and Subir Kumar Dutta, three married daughters namely Gita Rani Kundu, Shibani Saha and Rita Dutta as his heirs heiresses and legal representatives who upon his death became jointly entitled to his undivided one-third (1/3rd) share in Premises No. 24C, Bediadanga 2nd Lane, Kolkata-39.

v) After the death of Nil Ratan Dutta his legal heirs and heiresses joined as partners in the said Partnership of Jessore Comb Industry Company.

vi) To repay the loan of the said Bank granted to Jessore Comb Industry Company, Nemaï Ratan Dutta & Ors. approached the

said Bank to permit them to sell a piece and parcel of land measuring 5 Cottahs 13 Chittacks 6 Sq.ft. more or less with a small structure standing thereon situated at 24C, Bedia Danga 2nd Lane out of the said 21 cottahs 11 chittacks and 37 sq. ft. of land more or less together with the brick built one storied building or structure standing thereon or on part thereof at or for the consideration of Rs.9,00,000/- (Rupees Nine Lacs only).

vii) The Bank had agreed to release the said 5 Cottahs 13 Chittacks and 6 Sq.ft. of land with the small structure standing thereon free from all charges and mortgage upon the entire sale proceed being the consideration as hereinbefore stated is paid by Nemaï Ratan Dutta & Ors. on behalf of the said Jessore Comb Industry Company to the said Bank for appropriation of dues of the said partnership.

viii) By a Deed of Release dated the 10th day of July, 1998 made between the said Central Bank of India therein referred to as the Releaser of the First Part, said Jessore Comb Industry Company therein referred to as the Borrower of the Second Part and said Nemaï Ratan Dutta, Netaï Ratan Dutta, Radharani Dutta, Subodh Kumar Dutta, Subir Kumar Dutta, Gita Rani Kunda, Shibani Saha and Rita Dutta therein jointly referred to as the Releasees of the Third Part, the Releaser therein discharged the Borrower and acquitted and released unto and in favour of the Releasees therein All that the piece and parcel of land measuring 5 Cottahs 13 Chittacks 6 Sq.ft. more or less with a small structure standing thereon situated at 24C, Bedia Danga 2nd Lane.

V. Afterwards, by an Indenture dated the 10th July, 1998 made between the said Nemaï Ratan Dutta & Ors. therein jointly referred to as the Vendors of the One Part and the said Sanjay Bhusan Dutta therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-1, Kolkata in Book No.1, Volume No.23, Pages 252 to 275, Being No.774 for the year 2000 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 piece and parcel of railway relinquished revenue free land measuring 5 Cottahs 13 Chittacks 6 Sq.ft. more or less together with structures standing thereon lying and situate at and being the demarcated portion of the Premises No.24C, Bedia Danga 2nd Lane, more fully and particularly described in the Schedule there under written.

W. The said Nemaï Ratan Dutta who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the

16th March, 2004 leaving behind him surviving (wife being predeceased) his only son Dr. Debashish Dutta as his sole heir and legal representative who upon his death became entitled to his undivided one-third (1/3rd) share in the said Premises No. 24C, Bediadanga 2nd Lane.

X. By a Bengali Aposh Bantonnama (Deed of Partition) dated the 6th day of October, 2004 made between the said Radharani Dutta, Subodh Kumar Dutta and Subir Kumar Dutta, Gita Rani Kundu, Shibani Saha and Rita Dutta therein jointly referred to as the Party of the First Part, the said Dr. Debashish Dutta therein referred to as the Party of the Second Part and the said Niral Ratan Dutta therein referred to as the Party of the Third Part and registered with the Additional District Sub-Registrar, Sealdah in Book No.1, Volume No.7, Pages 263 to 270, Being No.150 for the year 2005 the parties thereto amicably partitioned amongst themselves All that the balance piece and parcel of lands containing an area of 15 Cottahs 14 Chittacks 31 Sq.ft. (excluding the area of 5 Cottahs 13 Chittacks 6 Sq.ft. earlier sold on 10.07.1998 as aforesaid) lying and situate at and being Premises No.24C, Bedia Danga 2nd Lane, in the manner as follows:

i) An area of 5 Cottahs (Kha) was allotted to the legal heirs of Nil Ratan Dutta namely (1) Subodh Kumar Dutta, (2) Sri Subir Kumar Dutta, (3) Radha Rani Dutta, (4) Gita Rani Kundu, (5) Shibani Saha, (6) Rita Dutta being the First Party therein.

ii) An area of 5 Cottahs 6 Chittacks (Ga) was allotted to the heir of Late Niral Ratan Dutta namely Dr. Debasis Dutta being the Second Party therein.

iii) An area of 5 Cottahs 8 Chittacks 31 Sq.ft. (Gha) was allotted to Niral Ratan Dutta being the Third Party therein.

Y. By another Indenture of Conveyance dated the 11th May, 2005 made between the said Debashish Dutta therein referred to as the Vendor of the One Part and the said Sanjoy Bhusan Dutta therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.1, Pages 1 to 17, Being No.6056 for the year 2005 the Vendor therein at and for the for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All that the piece and parcel of land with structure thereon measuring 5 Cottahs 6 Chittacks (on physical measurement 5 cottahs 9 sq ft) be the same or a little more or less lying and situate at and being portion of premises no. 24C, Bediadanga Second Lane, more fully and particularly described in the schedule there under written.

Z Thus the said Sanjoy Bhusan Dutta the Owner herein became seized and possessed of and /or otherwise well and sufficiently entitled to All that the Premises Nos. 13, Bediadanga 1st Lane and 24C/1, Bediadanga 1st Lane, Kolkata free from all encumbrances, charges, liens, lispendens, tenancies, liabilities, acquisitions, requisitions, attachments, trusts of whatsoever nature.

AA. By a Development Agreement dated the 12th August, 2015 and registered with the Registrar of Assurances-1, Kolkata in Book No.1, C.D. Volume No.1901-2016, Being No.190106257 for the year 2016, the Owner above named has appointed Vee Dee Realtors Private Limited to develop the above mentioned Premises Nos. 13, Bediadanga 1st Lane and 24C/1, Bediadanga 1st Lane, Kolkata by construction of a multi-storied building comprising residential apartments and car parking spaces in pursuance to the building permit to be sanctioned by the Kolkata Municipal Corporation.

BB. The said Premises Nos. 13, Bediadanga 1st Lane and 24C/1, Bediadanga 1st Lane, got amalgamated into a single premises and presently numbered as Premises No. 24C/1, Bediadanga 1st Lane, Kolkata-39, being the above mentioned property.

7) **Result of searches:**

a) **Registration Offices**

i) Index II searches made at the office of the Registrar of Assurances, Calcutta in respect of above property. It transpires that Books for the years 1950, 1972, 1975, 1977, 1997 and 1999 were not available. The Transfer Volumes for the years 1951, 1963, 1967, 1968, 1978, 1980, 1984, 1985, 1986, 1987, 1989, 1990, 1992, 1993 and 1995 are not available. The pages for the years 1952, 1961, 1964, 1966, 1969, 1973, 1974, 1979, 1981, 1982, 1991, 1994, 2000 and 2001 are torn and/or partly torn. Hence, the searches were carried out on the basis of the available records. No adverse entry was found out.

ii) Index II searches made at the office of the District Registrar, Alipore in respect of above property. It transpires that Books for the years 1947, 1951, 1952, 1960 and 1972 are not available. The Volumes for the years 1982, 1983, 1984, 1985, 1986 and 1987 were damaged. The pages for the years 1949, 1950, 1952 to 1959, 1961 to 1971, 1973 to 1981, 1991, 1990, 1991 and 1995 to 2002 are torn and/or partly torn. Hence, the searches were carried out on the basis of the available records. No adverse entry was found out.

iii) Index II searches made at the office of the Sub-Registrar, Seaklah in respect of above property. It transpires that Books for the years 1947 and 1948 are not available. The Volumes for the years 1961 to 1983, 1999 and 2000 are damaged. The pages for the years 1951, 1954 to 1958, 1960, 1984 to 1987, 1989 to 1995, 2001 to 2004 are torn and/or partly torn. Hence, the searches were carried out on the basis of the available records. No adverse entry was found out.

iv) Index II searches made at the office of the Sub-Registrar, Alipore in respect of above property. It transpires that Books for the years 1963, 1968 and 1971 are not available. The pages for the years 1949 to 1962 and 1964 to 1974 are torn and/or partly torn. Hence, the searches were carried out on the basis of the available records. No adverse entry was found out.

Following entries are found:-

Office	Volume No.	Pages	Deed No. & year	Nature of document	Area
S.R.	7	263 to 270	150/2005	Partition	15 K 14 Chi 31 Sft., 24C, Bediadanga 2 nd Lane
R.A.	248	337 to 348	9666/1988	Sale Agreement	5 K 8 Chi 7 Sft., Bediadanga 2 nd Lane

v) Index II searches made at the office of the DSR-III, South 24 Parganas in respect of above property. No adverse entry was found out.

b) Courts:

From the searches made in the above mentioned courts against the abovementioned name during the abovementioned period it transpires that no money suit, money execution case, title suit and title execution case has been filed in the abovementioned Courts during the aforementioned period.

c) Land Acquisition Collector:

From the searches made at the office of the Land Acquisition Collector, Kolkata, it transpires that presently, the property 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 reply thereto.

d) Kolkata Municipal Corporation

From the searches made in the office of the Kolkata Municipal Corporation, it transpires that presently, the property is not affected by any scheme of road alignment. However, the appropriate authority has not issued any certificate to this extent.

It further transpires that there is no outstanding municipal tax payable to the Kolkata Municipal Corporation in respect of the above property.

e) The Id. Controller, Kolkata Thika Tenancy:

From the searches made in the office of the Id. Thika Controller, it transpires that presently, the property is not declared as Thika Property. 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 reply thereto.

f) Kolkata Metropolitan Development Authority

From the searches made at the office of the KMDA, it transpires that presently, the property is not affected by any scheme or alignment of any of its project. 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 reply thereto.

g) The Competent Authority under the U.L. C. Act, 1976.

From the searches made at the office of the Competent Authority under the U.L. C. Act, 1976, it transpires that presently, the property is not vested. 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 reply thereto.

8) Paper Publication:

Public Notifications were published in The Times of India and the Bartaman both on the 23rd July, 2016 notifying that the West Bengal Financial Corporation (WBFC), with which three documents of title, viz.,
1) Deed of Conveyance dated 24th April, 1976 made between Smt. Magan Kumari Bothra therein referred to as the Vendor of the First Part, Sushil Kumar Bothra and Prasanta Kumar Bothra therein jointly referred to as the Confirming Parties of the Second Part and Sanjay Bhushan Dutta therein referred to as the Purchaser of the Third Part and registered with

the Registrar of Assurances Calcutta in Book No.1, Vol. No.127, Pages 130 to 142, Being No.2683 for the year 1976, ii) Supplemental Deed dated 13th October, 1976 and registered with the Registrar of Assurances, Calcutta in Book No.1, Volume No.170, Pages 143 to 154, Being No. 3990 for the year 1976 and iii) Deed of Conveyance dated 14th August, 1976 made between the Executors to the Estate of Purnyabant Singh Bothra therein referred to as the Executors of the First Part, the Beneficiaries to the Will and the sole heirs and legal representatives of Purnyabant Singh Bothra therein jointly referred to as the Confirming Parties of the Second Part and Sanjoy Bhusan Dutta therein referred to as the Purchaser of the Third Part and registered with the Registrar of Assurances, Calcutta in Book No.1, Volume No.145, Pages 184 to 193, Being No.3180 for the year 1976 were deposited by said Sanjay Bhusan Dutta as collateral security, has misplaced the same from their custody. In this regard a General Dairy being G.D.E. No. 2784 has also been lodged with the local police station on 19.7.2016.

No claim demand or objection of any nature whatsoever regarding custody of such original documents of title and/or in respect of and over the above mentioned property was received by us and/or the owner in response to the said advertisements.

9) Certification:

Considering the abovementioned documents, papers and searches, we are of the view that the Owner above named has marketable title to the above mentioned property subject to the rights created under the said Development Agreement dated 12th August, 2016.

Dated this 2nd day of February, 2019.

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


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