



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

DNM/Sb/1476

March 1, 2016

Srijan Realty Private Limited,
36/1A, Elgin Road, P. S. Bhowanipore,
Kolkata-700 020. .

Attn : Mr. Manish Bajoria

Dear Sirs,

Re : Premises No.037, Chanditala Main Road, Police Station-
Behala, Kolkata-700 053.

Enclosed please find the Report on Title in respect of the above
property.

Encl: As above.

Yours faithfully,
For-VICTOR MOSES & CO.


(D. N. MITTRA)
PARTNER

Telephones : 2248 1296 / 2248 4600 / 2210 2381 / 2231 6373 / Fax : 91 (033) 2248 2933

E-mail : vmoses@vsnl.com / vmosesipr@rediffmail.com

Delhi Office : 115, Indraprakash Building, 21, Barakhamba Road, New Delhi - 110 001

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REPORT ON TITLE

1. OWNERS:

1. **RAJIV SHAH**
2. **SMT. NISHA SHAH**
both of 16/8, Mondal Temple Lane,
Block 'P', P.O. New Alipore,
P.S. New Alipore,
Kolkata-700053.
3. **SHAH PROJECTS PRIVATE LIMITED**
having its registered office at
Premises No.1, Sardar Sankar Road,
P.S. Tollygunge, P.O. Kalighat,
Kolkata-700 026.
4. **SAURAV SHAH**
5. **SMT. SHWETA SHAH**
both of 16/8, Mondal Temple Lane,
Block 'P', P.O. New Alipore,
P.S. New Alipore,
Kolkata-700053.
6. **MAYANK SHAH**
7. **SMT. SWETA SHAH**
both of 16/8, Mondal Temple Lane,
Block 'P', P.O. New Alipore,
P.S. New Alipore,
Kolkata-700053.

2. DESCRIPTION OF THE PROPERTY:

ALL THAT the piece and parcel of land containing an area of 208 Cottahs be the same a little more or less together with asbestos shed dilapidated structures situate lying at and being Premises No.037, Chanditala Main Road, Police Station-Behala, Post Office-New Alipore, Kolkata-700 053 comprised in Mouza Siriti, J.L. No.11, in R.S. Khatian Nos.344, 566 and 586 R.S. Dag Nos.81, 82, 81/1092,



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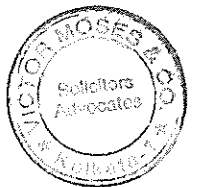
E-mail : vmosesdelhi1@gmail.com

114 and 113/528 in the District of South 24-Parganas butted and bounded as follows:-

ON THE NORTH : 36/B/4, Chanditala Main Road;
ON THE SOUTH : Partly by Chanditala Main Road
and partly by A.K. Enterprise;
ON THE EAST : Sarada Pally Basti;
ON THE WEST : Chanditala Main Road;

3. COPIES OF DOCUMENTS PERUSED:

- A. Revisional Settlement Record-of-Rights of Nagarmal Choudhury.
- B. Mutation Certificate of Smt. Champa Devi Choudhury, Rajiv Choudhury, Shyam Choudhury and Smt. Manju Devi Choudhury with regard to R.S. Dag Nos.81, 82, 81/1092, 114 and 113/528 issued from the office of the Block Land and Land Reforms Officer, Thakurpukur-Metiaburuz at Behala.
- C. Death Certificate of Nagarmal Choudhury.
- D. Kolkata Municipal Corporation tax receipt.
- E. Revisional Settlement Information slips of R.S. Dag Nos.81, 82, 114, 113/528 and 81/1092
- F. Conversion Certificate issued from the office of the District Land and Land Reforms Officer South 24-Parganas.
- G. Deed of Conveyance dated the 3rd day of July 2015, made between one Smt. Champa Devi Choudhury referred to as the Vendor of the First Part and one Shah Projects Private Limited referred to as the Confirming Party of the Second Part and one Rajiv Shah and Smt Nisha Shah therein jointly referred to as the Purchasers of the Third Part and registered with the Additional Registrar of Assurances-I Kolkata in Book No.I, Volume No.1901-2015, Pages 36000 to 36030, Being No.190105436 for the year 2015.



H. Deed of Conveyance dated the 3rd day of July 2015, made between one Smt. Manju Devi Choudhury referred to as the Vendor of the One Part and the said Shah Projects Private Limited referred to as the Purchaser of the Other part and registered with the Additional Registrar of Assurances-I Kolkata in Book No.I, Volume No.1901-2015, Pages 36031 to 36060 Being No.190105437 for the year 2015.

I. Deed of Conveyance dated the 3rd day of July 2015, made between one Rajiv Chowdhury referred to as the Vendor of the First Part and the said Shah Projects Private Limited referred to as the Confirming Party of the Second Part and one Sourav Shah and Smt Shweta Shah therein jointly referred to as the Purchasers of the Third Part and registered with the Additional Registrar of Assurances-I Kolkata in Book No.I, Volume No. 1901-2015, Pages 36089 to 36120, Being No.190105438 for the year 2015.

J. Deed of Conveyance dated the 6th day of July 2015, made between one Shyam Chowdhury referred to as the Vendor of the First Part and the said Shah Projects Private Limited referred to as the Confirming Party of the Second Part and one Mayank Shah and Smt Sweta Shah therein jointly referred to as the Purchasers of the Third Part and registered with the Additional Registrar of Assurances-I Kolkata in Book No.I, Volume No.1901-2015, Pages 36061 to 36088, Being No.190105463 for the year 2015.

K. Deed of Confirmation and Declaration dated the 30th day of January 2016, executed by the said Smt. Champa Devi Choudhury therein referred to as the party of the First Part and Smt. Manju Devi Choudhury therein referred to as the party of the Second Part and Rajiv Choudhury therein referred to as the party of the Third Part and Shyam Choudhury therein referred to as the party of the Fourth Part and registered at the office of the Additional Registrar of Assurances III Kolkata in Book No.IV, Volume No.1903-2016, Pages 17365 to 17397 Being No.190300653 for the year 2016.

4. **SEARCHES MADE:**

a) Index-II at the offices of i] Registrar of Assurances, Kolkata, ii] District Registrar, Alipore and iii] Additional District Sub-Registrar Behala for the years 1985 to 2015 in respect of



Mouza Siriti and for the years 2000 to 2015 in respect of Premises No.037, Chanditala Main Road;

b) In the Courts of the Learned 7th Civil Judge [Senior Division] at Alipore and the Learned 5th Civil Judge [Junior Division] at Alipore in the names of Smt. Champa Devi Choudhury and Shyam Choudhury for the years 2004 to 2015;

c) At the office of the Kolkata Metropolitan Development Authority;

d) At the office of the Land Acquisition Collector Alipore ;

e) At the office of the Kolkata Municipal Corporation;

f) At the Registrar of Companies West Bengal;

5. SCOPE LIMITATION:

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

We have assumed that the documents provided to us:

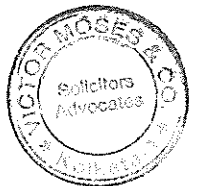
a) bear the genuine signatures, dates, stamps, seals and other markings;

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 have 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 Client or otherwise;

The decision of proceeding with or consummating any transaction on the basis of this report lies solely with the Client and our findings documented in this Report shall not, in any way, constitute a recommendation as to whether the Client or any other person should (or should not) consummate any transaction.

This report is addressed to and is solely for the benefit of the Client and no other person shall, except with our consent, rely on this report or any part thereof. We shall not be liable in any manner if a third party relies on this Report with or without our consent.

6. DEVOLUTION OF TITLE:

1. One Nagarmal Choudhury was recorded as the "Dakhaldar" of All that the piece and parcel of land containing an area of 3.44 Acres equivalent to 208 cottahs be the same a little more or less situate lying at Mouza Siriti, J.L. No.11, Police Station Behala, R.S. Khatian No.566, 344 and 586, R.S. Dag Nos.81, 82, 81/1092, 114 and 113/528 in the District of the then 24-Parganas (hereinafter referred to as the said Land).

2. After the West Bengal Non Agricultural Tenancy Act, 1949 came into force, the non-agricultural tenants became the raiyat under the State directly and the said rights became transferable and heritable.

3. The said Nagarmal Choudhury died intestate on 27th day of January 1981, leaving him surviving his only son namely Kishori Lal Choudhury as his heir and legal representative who upon his death inherited the said Land.



4. The said Kishori Lal Choudhury died intestate on 1st day of December 1982, leaving him surviving his widow Smt. Champa Devi Choudhury and his son Mahesh Kumar Chowdhury who upon his death jointly inherited the said Land in equal shares.

5. The said Mahesh Kumar Choudhury died intestate on 2nd day of December 2001 leaving him surviving his mother Smt. Champa Devi Choudhury his widow Smt. Manju Devi Choudhury and two sons namely Rajiv Choudhury and Shyam Choudhury who upon his death jointly inherited his undivided one half part or share in the said Land.

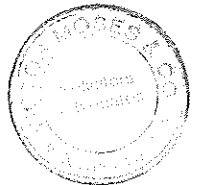
6. On the death of Mahesh Kumar Choudhury, the said Land vested in the following persons in the following manner:-

Smt. Champa Devi Choudhury	62.5%
Smt. Manju Devi Choudhury	12.5%
Rajiv Choudhury	12.5%
Shyam Choudhury	12.5%

7. The said Smt. Champa Devi Choudhury, Smt. Manju Devi Choudhury, Rajiv Choudhury and Shyam Choudhury entered into a family arrangement and settlement whereby they mutually and amicably decided to hold the said Land amongst themselves in equal share each having undivided 1/4th share therein and the said family arrangement and/or settlement was duly given effect to and acted upon by and between the parties therein.

8. Subsequently the said Smt. Champa Devi Choudhury Smt. Manju Devi Choudhury, Rajiv Choudhury and Shyam Choudhury recorded their respective names in respect of the said Land in the office of Block Land and Land Reforms Officer Thakurpukur-Metiabruz at Behala.

9. The said Land was assessed and numbered as Premises No.037 Chanditala Main Road (hereinafter referred to as the said Premises) and the Owners have jointly recorded their respective names in the records of the Kolkata Municipal Corporation.



10. By a Deed of Conveyance dated the 3rd day of July 2015, made between the said Smt. Champa Devi Choudhury therein referred to as the Vendor of the First Part and one Shah Projects Private Limited therein referred to as the Confirming Party of the Second Part and one Rajiv Shah and Smt. Nisha Shah therein jointly referred to as the Purchasers of the Third Part and registered with the Additional Registrar of Assurances-I Kolkata in Book No.I, Volume No.1901-2015, Pages 36000 to 36030, Being No.190105436 for the year 2015 the said Vendor therein for the consideration mentioned therein and with the consent and concurrence of the Confirming Party therein granted, transferred, conveyed assigned and assured unto and in favour of the Purchaser therein all that her undivided 1/4th part or share in the said Premises.
11. By another Deed of Conveyance dated the 3rd day of July 2015, made between the said Smt. Manju Devi Choudhury referred to as the Vendor of the one part and the said Shah Projects Private Limited referred to as the Purchaser of the other part and registered with the Additional Registrar of Assurances-I Kolkata in Book No.I, Volume No.1901-2015, Pages 36031 to 36060, Being No.190105437 for the year 2015, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed assigned and assured unto and in favour of the Purchaser therein all that her undivided 1/4th part or share in the said Premises.
12. By another Deed of Conveyance dated the 3rd day of July 2015, made between the said Rajiv Chowdhury referred to as the Vendor of the First part and the said Shah Projects Private Limited referred to as the Confirming Party of the Second Part and one Sourav Shah and Smt. Shweta Shah therein jointly referred to as the Purchasers of the Third Part and registered with the Additional Registrar of Assurances-I Kolkata in Book No.I, Volume No.1901-2015, Pages 36089 to 36120, Being No.190105438 for the year 2015, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed assigned and assured unto and in favour of the Purchaser therein all that his undivided 1/4th part or share in the said Premises.
13. By another Deed of Conveyance dated the 6th day of July 2015, made between the said Shyam Chowdhury referred to as the Vendor of the First Part and the said Shah Projects Private Limited referred to as the Confirming Party of the Second Part and one Mayank Shah and Smt Sweta Shah therein jointly referred to as the Purchasers of the



Third Part and registered with the Additional Registrar of Assurances-I Kolkata in Book No.I, Volume No.1901-2015, Pages 36061 to 36088, Being No.190105463 for the year 2015, the said Vendor therein for the consideration mentioned therein granted, transferred, conveyed assigned and assured unto and in favour of the Purchaser therein all that his undivided 1/4th part or share in the said Premises.

14. By a Deed of Confirmation and Declaration dated the 30th day of January 2016 executed by the said Smt. Champa Devi Choudhury therein referred to as the party of the First Part and Smt. Manju Devi Choudhury therein referred to as the party of the Second Part and Rajiv Choudhury therein referred to as the party of the Third Part and Shyam Choudhury therein referred to as the party of the Fourth Part and registered at the office of the Additional Registrar of Assurances III Kolkata in Book No.IV, Volume No.1903-2016, Pages 17365 to 17397, Being No.190300653 for the year 2016 whereby and where under the said Declarants confirmed and recorded that by virtue of the said family arrangement and settlement they held 1/4th part or share each in the said premises and further confirmed and assured the Owners that they shall not claim any right title and interest in the said premises regarding their undivided share in future.

7. RESULT OF THE SEARCHES:

a) Registration Offices:

i) From the Index-II searches made at the office of the Registrar of Assurances, Kolkata it appears that the pages are partly torn for the years 1993 and 2000, volumes for years 1985, 1986, 1988, 1990 are transferred therefore no search could be carried out during the aforementioned years.

ii) From the Index-II searches made at the office of the District Registrar Alipore, it transpires that volumes are damaged for the years 1985, 1986 and 1987, Pages are partly torn for the years 1988, 1989, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001 and 2002 therefore no search could be carried out during the aforementioned years.

iii) From the Index-II searches made at the office of the District Sub-Registrar Behala, it transpires that Volumes for the years 1985, 1986, 1987, 1988, 1989 and 1990 are damaged Pages are partly torn



for the year 1991, 1992 1993, 1996, 1998, 2003, 2004 2005 and 2006 and pages are torn for the years 1994, 1995, 1997, 1999, 2000, 2001 and 2002 therefore no search could be carried out during the aforementioned years.

b) Courts:

It appears that no money suit, title suit, money execution case, title execution case has been filed against the names of Smt Champa Devi Choudhury and Shyam Choudhury in the aforesaid Courts touching the said Premises in question.

c) Land Acquisition Collector Alipore

From the Report received from the office of the Land Acquisition Collector, Alipore it appears that the said First and Second Plots of Land are not affected by an Acquisition or Requisition proceedings.

d) Kolkata Metropolitan Development Authority

From the Report received from the office of the Kolkata Metropolitan Development Authority it appears that the said First and Second Plots of land have not been acquired by KMDA for the purpose of any project.

e) Block Land and Land Reforms Officer Thakurpukur-Metiabruz Behala

From the searches made at the office of the Block Land and Land Reforms Officer Thakurpukur-Metiabruz Behala, it appears that the names of the said Smt Champa Devi Choudhury, Smt Manju Devi Choudhury, Rajiv Choudhury and Shyam Choudhury have been recorded against the said R.S. Dag Nos. 81, 82, 81/1092, 114 and 113/528 and the same have been classified as "Housing Complex".

f) Kolkata Municipal Corporation

From the searches made at the office of the Kolkata Municipal Corporation, it appears that no sum of money is outstanding and payable to the Kolkata Municipal Corporation in respect of Assessee No. 411160601053.



g) **Registrar of Companies West Bengal**

From the searches made at the office of the Registrar of Companies, West Bengal it transpires that presently no charge has been created in respect of and over the said premises in question by the said Shah Projects Private Limited.

8. **CERTIFICATION:**

Considering the abovementioned documents, papers and searches, we are of the view that the title of the Premises in question appears to be marketable and the Owners have marketable title to the same.

Dated this 1st day of March, 2016.

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


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

T01017

