

**AYUSMAN DEY**  
Advocate  
High Court, Calcutta

**CHAMBER**  
83/2 Sri Ram Dhang Road  
Howrah- 711106  
Contact- 8336953966

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## TITLE REPORT

Under instructions and on behalf of our Client **Ashiana Construction**, we have caused searches to be made in respect of the Said Property (defined below), details of which searches are given under.

### 1. Definitions

1.1 In this Report, unless it is contrary or repugnant to the subject or context:

1.1.1 **Said Property:** (1) Land measuring 68 (sixty eight) decimal, equivalent to 41 (forty one) *cottah* 2 (two) *chittack* 11 (eleven) square feet, more or less, comprised in R.S/L.R. *Dag* No. 686, recorded in L. R. *Khatian* Nos. 1141, 3207, 3208, 3210, 3212 (**First Property**) **And** (2) land measuring 18 (eighteen) decimal, equivalent to 10 (ten) *cottah* 14 (fourteen) *chittack* 11 (eleven) square feet, more or less, comprised in R.S/L.R. *Dag* No. 687, recorded in L.R. *Khatian* No. 128, (**Second Property**) **And** (3) land measuring 22 (twenty two) decimal, equivalent to 13 (thirteen) *cottah* 4 (four) *chittack* 43 (forty three) square feet, more or less, comprised in R.S/L.R. *Dag* No. 688, recorded in L.R. *Khatian* No. 128, (**Third Property**) **And** (4) land measuring 43 (forty three) decimal, equivalent to 26 (twenty six) *cottah* 11 (eleven) square feet, more or less, comprised in R.S/L.R. *Dag* No. 689, recorded in L.R. *Khatian* Nos. 128, 3213, (**Fourth Property**) **And** (5) land measuring 22 (twenty two) decimal, equivalent to 13 (thirteen) *cottah* 4 (four) *chittack* 43 (forty three) square feet, more or less, comprised in R.S/L.R. *Dag* No. 690, recorded in L.R. *Khatian* Nos. 3203, 3204, 3225, (**Fifth Property**) the First Property, the Second Property, the Third Property, the Fourth Property and the Fifth Property **totaling to** land measuring 173 (one hundred seventy three) decimal, equivalent to 104 (one hundred four) *cottah* 10 (ten) *chittack* and 29 (twenty nine) square feet, more or less, all in *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, within the limits of Patharghta *Gram Panchayat*, Additional District Sub-Registrar Rajarhat, District North 24 Parganas

*AD*

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1.1.2 Owners shall mean

- 1.1.2.1 **Kanta Ram Sardar** *alias* **Kanta Sardar**, son of Late Panchanan Sardar, residing at Bishnupur Battala, Post office and Police Station Rajarhat, District North 24 Parganas, Kolkata - 700135.
- 1.1.2.2 **Annapurna Sardar**, wife of Kanta Ram Sardar, residing at Bishnupur Battala, Post office and Police Station Rajarhat, District North 24 Parganas, Kolkata - 7001.
- 1.1.2.3 **Shishir Gupta**, son of Late Shree Bhagwan Gupta, residing at 30 Vidyasagar Street, Police Station- Amherst Street, Post Office Amherst Street, Kolkata- 700009.
- 1.1.2.4 **Vinita Gupta**, wife of Shishir Gupta, residing at 30 Vidyasagar Street, Police Station- Amherst Street, Post Office Amherst Street, Kolkata- 700009.
- 1.1.2.5 **Sk Nasir**, son of Late Sk. Rashid, residing at Hatiara Paschimpara Post Office- Hatiara, Police Station New Town, Kolkata700157
- 1.1.2.6 **Rupsa Bibi**, wife of Sk Nasir, residing at Hatiara Paschimpara Post Office- Hatiara, Police Station New Town, Kolkata 700157
- 1.1.2.7 **Realtech Housing Company**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.
- 1.1.2.8 **Reality Developers & Co**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.
- 1.1.2.9 **N R Constructions Company**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157.

1.1.2.10 **R B Development Company**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157.

1.1.3 **Developer shall mean**

1.1.3.1 **Ashiana Construction**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.

**2. Production of Documents of Title**

2.1 Inspection of original/certified copies of documents of title in respect of the Said Property was given and photocopies thereof were produced before us, details whereof are mentioned in **Annexure A** hereto.

**3. Offices Where Searches Have Been Conducted**

**3.1 Registration Office**

**Index-II**

➤ From the year 2000 to 2018 in respect of R.S/L.R. Dag Nos. 686,687, 688, 689, 690 L.R. Khatian Nos. 128, 1141, 3203, 3204, 3207, 3208, 3210, 3212, 3213, 3225, in Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, within the limits of Patharghta Gram Panchayat, Additional District Sub-Registrar Rajarhat, District North 24 Parganas

3.1.1 District Sub Registrar - North 24 Parganas – I, Barasat,

3.1.2 Additional District Sub-Registrar, Bidhanangar

3.1.3 Additional District Sub-Registrar Rajarhat

3.1.4 Registrar of Assurances-II, Kolkata

4. Title

- 4.1 **Ownership of Arun Kumar Ghosh *alias* Arun Ghosh:** Arun Kumar Ghosh *alias* Arun Ghosh was the owner of land measuring (1) *bagan* land measuring 68 (sixty eight) decimal, comprised in R.S/L.R. *Dag* No. 686 (**First Property**) And (2) *bagan* land measuring 18 (eighteen) decimal, comprised in R.S/L.R. *Dag* No. 687 (**Second Property**) And (3) *bagan* land measuring 22 (twenty two) decimal, comprised in R.S/L.R. *Dag* No. 688 (**Third Property**) And (4) *bagan* land measuring 43 (forty three) decimal, comprised in R.S/L.R. *Dag* No. 689 (**Fourth Property**) And (5) *bagan* land measuring 22 (twenty two) decimal, comprised in R.S/L.R. *Dag* No. 690 (**Fifth Property**) all in *Mouza* Kalikapur, J.L. No. 40, under L R Khatian No. 19, Police Station Rajarhat, within the limits of Patharghta *Gram Panchayat*, District North 24 Parganas. (**Arun's Larger Property**)
- 4.2 **Frist Purchased of Kantaram Sardar:** By a Deed of Sale (*Bangali Kabala*), dated 6<sup>th</sup> February, 1998, registered in the Office of the Additional District Sub Registrar Bidhannagar (Salt Lake) and copied in Book No. I, Volume No. 80, Pages from 45 to 50, Being No. 3008 for the year 1998 Kantaram Sardar purchased the land measuring 22 decimal, comprised in R.S/L.R. *Dag* No. 690 (**Fifth Property**) and land measuring 18 decimal, comprised in R.S/L.R. *Dag* No. 687 (**Second Property**), both recorded under L R Khatian No. 19, in *Mouza* Kalikapur, J. L. No. 13, Police Station Rajarhat, within the limits of Patharghata *Gram Panchayat*, Additional District Sub Registered Bidhannagar (Salt Lake), District 24 Parganas from Arun Kumar Ghosh *alias* Arun Ghosh.
- 4.3 **Frist Purchased of Annapurna Sardar:** By a Deed of Sale (*Bangali Kabala*), dated 29<sup>th</sup> May, 1998, registered in the Office of the Additional District Sub Registered Bidhannagar (Salt Lake) and copied in Book No. I, Volume No. 77, Pages from 297 to 302, Being No. 2915 for the year 1998 Annapurna Sardar purchud the land measuring 68 decimal, comprised in R.S/L.R. *Dag* No. 686 (**First Property**), recorded under L R Khatian No. 19, in *Mouza* Kalikapur, J. L. No. 13, Police Station Rajarhat,

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within the limits of Patharghata *Gram Panchayat*, Additional District Sub Registrared Bidhannagar (Salt Lake), District 24 Parganas Arun Kumar Ghosh *alias* Arun Ghosh.

- 4.4 **Second Purchased of Kantaram Sardar:** By a Deed of Sale (*Bangali Kabala*), dated 10<sup>th</sup> August, 2005, registered in the Office of the Additional District Sub Registrar Bidhannagar (Salt Lake) and copied in Book No. I, Volume No. 241, Pages from 50 to 56, Being No. 3967 for the year 2006, Kantaram Sardar purchased the land measuring 42 decimal, comprised in R.S/L.R. Dag No. 689 (**Part of Fourth Property**) recorded under L R Khatian No. 19, in Mouza Kalikapur, J. L. No. 13, Police Station Rajarhat, within the limits of Patharghata *Gram Panchayat*, Additional District Sub Registrar Bidhannagar (Salt Lake), District 24 Parganas from Arun Kumar Ghosh *alias* Arun Ghosh.
- 4.5 **Third Purchased of Kantaram Sardar:** By a Deed of Sale (*Bangali Kabala*), dated 18<sup>th</sup> April, 2006, registered in the Office of the Additional District Sub Registrared Bidhannagar (Salt Lake) and copied in Book No. I, Volume No. 593, Pages from 72 to 79, Being No. 9838 for the year 2006 Kantaram Sardar purchased the land measuring 01 decimal, comprised in R.S/L.R. Dag No. 689 (**Part of Fourth Property**) and land measuring 22 decimal, comprised in R.S/L.R. Dag No. 688 (**Third Property**), both recorded under L R Khatian No. 19, in Mouza Kalikapur, J. L. No. 13, Police Station Rajarhat, within the limits of Patharghata *Gram Panchayat*, Additional District Sub Registrared Bidhannagar (Salt Lake), District 24 Parganas from Arun Kumar Ghosh *alias* Arun Ghosh.
- 4.6 **Record of Right:** Kantaram Sardar *alias* Kanta Sardar and Annapurna Sardar mutated thier names, as owner of their purchased Property, in the records of Land Revenue Settlement vide L.R. Khatian Nos. 128 and 1141.
- 4.7 **Frist Sale by Kantaram Sardar:** By a Deed of Sale (*Bangali Kabala*), dated 16<sup>th</sup> May, 2007, registered in the Office of the District Sub Registrared –II, North 24 Parganas (Barasat) and copied in Book No. I, Volume No. 13, Pages from 1171 to 1185, Being No. 6826 for the year 2007 Kantaram Sardar sold conveyed and transfer the

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demarcated land measuring 16.50 decimal out of 22 decimal, comprised in R.S./L.R. Dag No. 690 (**Part of Fifth Property**) recorded under L R Khatian No. 128, in Mouza Kalikapur, J. L. No. 13, Police Station Rajarhat, within the limits of Patharghata *Gram Panchayat*, Additional District Sub Registrar Bidhannagar (Salt Lake), District 24 Parganas from Asit Ghosh (son of Dhananjay Ghosh).

- 4.8 **Record of Right:** Asit Ghosh mutated his name, as owner of their purchased Property, in the records of Land Revenue Settlement vide L.R. Khatian No. 1283.
- 4.9 **Sale by Kantaram Sardar and another:** By a registered Deed of Conveyance, dated 21st January, 2008, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No I, CD Volume No. 1, Pages 15149 to 15161, Being No. 00840 for the year 2008 Kantaram Sardar sold conveyed and transferred (1) land measuring 3 (three) *cottah* 13 (thirteen) *chittak*, out of 43 (forty three) decimal, comprised in R.S./L.R. Dag No. 689 and (2) land measuring 5 (five) *cottah* 1(one) *chittack*, out of 22 (twenty two) decimal, comprised in R.S./L.R. Dag No. 690, recorded in L.R. *Khatian* No. 19 corresponding to L.R. *Khatian* 128, *Mouza* Kalikapur, J.L No. 40, Police Station Newtown (formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata *Gram Panchayat* (PGP), District North 24 Parganas AND Annapurna Sardar sold conveyed and transferred (1) land measuring 22 (twenty two) *cottah* 2 (two) *chittack*, out of 68 (sixty eight) decimal, comprised in R.S./L.R. Dag No. 686, recorded in L.R. *Khatian* No. 19, *Mouza* Kalikapur, J.L No. 40, Police Station Newtown (formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata *Gram Panchayat* (PGP), District North 24 Parganas to Biswajit Biswas *alias* Biswajit Kumar Biswas, for the consideration mentioned therein.
- 4.10 **Exchange of Land between Kantaram Sardar and another :** Thereafter by a registered Deed Of Exchange dated 24<sup>th</sup> April, 2015, registered in the office of A.D.S.R. Rajarhat, in Book No-I, CD Volume No. 9, Pages 10649 to 10660, Being No. 04960 for the year 2015, Biswajit Biswas has exchanged land measuring 1 (one) *cottah* 12 (twelve) *chittack*, comprised in R.S./L.R. Dag No. 690 with Kantaram Sardar and by

this exchange he get land measuring 1 (one) *cottah* 12 (twelve) *chittak*, comprised in R.S./L.R. Dag No. 689 from Kantaram Sardar.

- 4.11 **Mutation:** Biswajit Biswas *alias* Biswajit Kumar Biswas has mutated his name in respect of his purchased and exchanged property, in the records of Land Reforms Settlement vide L. R. *Khatian* No. 1446.
- 4.12 **Sale by Asit Ghosh:** By a Deed of Conveyance dated 19<sup>th</sup> June, 2017, registered in the Office of Additional District Sub-Registrar Office Rajarhat, in Book No. I, Volume No. 1523-2017, at Pages 154636 to 154654, being Deed No. 152305373 for the year 2017, Asit Ghosh sold to N. R. Constructions Company, land measuring 5 (five) *cottah*, out of 22 (twenty two) decimal, comprised in R.S. /L.R. Dag No. 690, at Mouza Kalikapur, J.L No. 40, Police Station New Town (formerly Rajarhat), District North 24 Parganas.
- 4.13 **Mutation:** N. R. Constructions Company has mutated it's name in respect of it's purchased property, in the records of Land Reforms Settlement vide L. R. *Khatian* No. 3204.
- 4.14 **Sale by Asit Ghosh:** By a Deed of Conveyance dated 19th June, 2017, registered in the Office of Additional District Sub-Registrar Office Rajarhat, in Book No. I, Volume No. 1523-2017, at Pages 162215 to 162232, being Deed No. 152305727 for the year 2017, Asit Ghosh sold to R. B. Development Company land measuring 5 (five) *cottah*, out of 22 (twenty two) decimal, comprised in R.S. /L.R. Dag No. 690, at Mouza Kalikapur, J.L No. 40, Police Station New Town (formerly Rajarhat), District North 24 Parganas.
- 4.15 **Mutation:** R. B. Development Company has mutated it's name in respect of it's purchased property, in the records of Land Reforms Settlement vide L. R. *Khatian* No. 3203.



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- 4.16 **First Sale by Biswajit Kumar Biswas:** By a Deed of Conveyance dated 24<sup>th</sup> July, 2017, registered in the Office of Additional District Sub-Registrar Office Rajarhat, in Book No. I, Volume No. 1523-2017, at Pages 204107 to 204124, being Deed No. 152307105 for the year 2017, Biswajit Biswas alias Biswajit Kumar Biswas sold to Sk Nasir land measuring 05 (five) cottah 8 (eight) chittack 22.5 (twenty two point five) square feet, comprised in R.S./L.R. Dag No. 686, at Mouza Kalikapur, J.L No. 40, Police Station New Town (formerly Rajarhat), District North 24 Parganas.
- 4.17 **Mutation:** Sk Nasir has mutated his name in respect of his purchased property, in the records of Land Reforms Settlement vide L. R. Khatian No. 3212.
- 4.18 **Second Sale by Biswajit Kumar Biswas:** By a Deed of Conveyance dated 24<sup>th</sup> July, 2017, registered in the Office of Additional District Sub-Registrar Office Rajarhat, in Book No. I, Volume No. 1523-2017, at Pages 204089 to 204106, being Deed No. 152307106 for the year 2017, Biswajit Biswas alias Biswajit Kumar Biswas sold to Shishir Gupta land measuring 05(five) cottah 8 (eight) chittack 22.5 (twenty two point five) square feet, comprised in R.S./L.R. Dag No. 686, at Mouza Kalikapur, J.L No. 40, Police Station New Town (formerly Rajarhat), District North 24 Parganas.
- 4.19 **Mutation:** Shishir Gupta has mutated his name in respect of his purchased property, in the records of Land Reforms Settlement vide L. R. Khatian No. 3207.
- 4.20 **Third Sale by Biswajit Kumar Biswas:** By a Deed of Conveyance dated 24<sup>th</sup> July, 2017, registered in the Office of Additional District Sub-Registrar Office Rajarhat, in Book No. I, Volume No. 1523-2017, at Pages 202890 to 202907, being Deed No. 152307107 for the year 2017, Biswajit Biswas alias Biswajit Kumar Biswas sold to Vinita Gupta land measuring 05(five) cottah 8 (eight) chittack 22.5 (twenty two point five) square feet, comprised in R.S./L.R. Dag No. 686, at Mouza Kalikapur, J.L No. 40, Police Station New Town (formerly Rajarhat), District North 24 Parganas.
- 4.21 **Mutation:** Vinita Gupta has mutated his name in respect of his purchased property, in the records of Land Reforms Settlement vide L. R. Khatian No. 3208.



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- 4.22 **Fourth Sale by Biswajit Kumar Biswas:** By a Deed of Conveyance dated 24<sup>th</sup> July, 2017, registered in the Office of Additional District Sub-Registrar Office Rajarhat, in Book No. I, Volume No. 1523-2017, at Pages 202872 to 202889, being Deed No. 152307108 for the year 2017, Biswajit Biswas alias Biswajit Kumar Biswas sold to Rupsa Bibi land measuring 05(five) cottah 8 (eight) chittack 22.5 (twenty two point five) square feet, comprised in R.S./L.R. Dag No. 686, at Mouza Kalikapur, J.L No. 40, Police Station New Town (formerly Rajarhat), District North 24 Parganas.
- 4.23 **Mutation:** Rupsa Bibi has mutated her name in respect of his purchased property, in the records of Land Reforms Settlement vide L. R. Khatian No. 3210.
- 4.24 **Fifth Sale by Biswajit Kumar Biswas:** By a Deed of Conveyance dated 24<sup>th</sup> July, 2017, registered in the Office of Additional District Sub-Registrar Office Rajarhat, in Book No. I, Volume No. 1523-2017, at Pages 204125 to 204143, being Deed No. 152307109 for the year 2017, Biswajit Biswas alias Biswajit Kumar Biswas sold to Realtech Housing Company land measuring 5 (five) cottah 9 (nine) chittak, comprised in R.S./L.R. Dag No. 689, at Mouza Kalikapur, J.L No. 40, Police Station New Town (formerly Rajarhat), District North 24 Parganas.
- 4.25 **Mutation:** Realtech Housing Company has mutated their name in respect of his purchased property, in the records of Land Reforms Settlement vide L.R. Khatian No. 3213.
- 4.26 **Sixth Sale by Biswajit Kumar Biswas:** By a Deed of Conveyance dated 24<sup>th</sup> July, 2017, registered in the Office of Additional District Sub-Registrar Office Rajarhat, in Book No. I, Volume No. 1523-2017, at Pages 202853 to 202871, being Deed No. 152307110 for the year 2017, Biswajit Biswas alias Biswajit Kumar Biswas sold to Reality Developers & Co. land measuring 3 (three) cottah 5 (five) chittak, out of 22 (twenty

two) decimal, comprised in R.S. /L.R. Dag No. 690, at Mouza Kalikapur, J.L No. 40, Police Station New Town (formerly Rajarhat), District North 24 Parganas.

- 4.27 **Mutation:** Reality Developers & Co. has mutated their name in respect of his purchased property, in the records of Land Reforms Settlement vide L. R. Khatian No. 3225.
- 4.28 **Ownership of Owners:** In the abovementioned circumstances, the Owners have acquired joint right, title and interest of the Said Property, free from all encumbrances.
- 4.29 **Development Agreement:** With the intention of developing and commercially exploiting their respective land by constructing new building thereon and selling the Flats and other covered and open spaces therein (Flats), the Owners have appointed Ashiana Construction, who is also a well-known developer, to develop their respective land and have subsequently entered into various agreements, the details of those agreements are given below (collectively Development Agreements).

Sl No.	Name of the Grantors	Date	Registered in the office	Book No.	CD Volume No.	Pages	Deed No.
1.	Kanta Ram Sardar <i>alias</i> Kanta Sardar and Annapurna Sardar	09/11/16	ADSR Rajarhat	I	1523-2016	343315-343353	15231 1394 of 2016
2.	Shishir Gupta	07/12/17	ADSR Rajarhat	I	1523-2017	363007 - 363040	15231 2091 of 2017
3.	Vinita Gupta	07/12/17	ADSR Rajarhat	I	1523-2017	361133 - 361167	15231 2097 of 2017

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4.30 **Power of Attorney:** By virtue of registered Power of Attorneys, the Owners have appointed Shishir Gupta and Sk. Nasir, being the partners of Ashiana Construction, as their lawful attorney and empowered them to do all acts, things and deeds in relation to develop the entire land by constructing the Said Complex and to sell various saleable areas comprised in the Said Block/Said Complex and to execute the Deed of Conveyance on their behalf, the details of the Power of Attorney are given below.

Sl No.	Name of the Grantors	Date	Registered in the office	Book No.	CD Volume No.	Pages	Deed No.
1.	Kanta Ram Sardar <i>alias</i> Kanta Sardar and Annapurna Sardar	09/11/16	ADSR Rajarhat	I	1523-2016	350405 - 350424	15231 1701 of 2016
2.	Shishir Gupta	07/12/17	ADSR Rajarhat	I	1523-2017	363060 - 363075	15231 2106 of 2017
3.	Vinita Gupta	07/12/17	ADSR Rajarhat	I	1523-2017	363228 - 363245	15231 2112 of 2017
4.	Sk. Nasir	07/12/17	ADSR Rajarhat	I	1523-2017	362990 - 363006	15231 2109 of 2017
5.	Rupsa Bibi	07/12/17	ADSR Rajarhat	I	1523-2018	203 - 219	15231 2107 of 2017
6.	Realtech Housing Company	07/12/17	ADSR Rajarhat	I	1523-2017	363041 - 363059	15231 2108 of 2017

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4.	Sk. Nasir	07/12/17	ADSR Rajarhat	I	1523- 2017	361322 - 361355	15231 2094 of 2017
5.	Rupsa Bibi	07/12/17	ADSR Rajarhat	I	1523- 2018	220 - 254	15231 2092 of 2017
6.	Realtech Housing Company	07/12/17	ADSR Rajarhat	I	1523- 2017	363076 - 363110	15231 2093 of 2017
7.	Reality Developers & Co	07/12/17	ADSR Rajarhat	I	1523- 2017	361168 - 361202	15231 2099 of 2017
8.	N R Constructions Company	07/12/17	ADSR Rajarhat	I	1523- 2018	151 - 182	15231 2096 of 2017
9.	R B Development Company	07/12/17	ADSR Rajarhat	I	1523- 2018	119 - 150	15231 2095 of 2017

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7.	Reality Developers & Co.	07/12/17	ADSR Rajarhat	I	1523-2017	363192 - 363209	15231 2114 of 2017
8.	N. R. Constructions Company	07/12/17	ADSR Rajarhat	I	1523-2018	183 - 202	15231 2111 of 2017
9.	R. B. Development Company	07/12/17	ADSR Rajarhat	I	1523-2018	255 - 274	15231 2110 of 2017

5. **Conclusion**

- 5.1 The Owners, are the co-owners of the Said Property.
- 5.2 The Developer, has the exclusive right of development of the Said Property.
- 5.3 The searches undertaken by us relate to the encumbrances created by acts of parties and recorded in public records but do not extend to the charge created by operation of any law, statutory charge and default of payment of Income Tax dues, other Government dues, dues towards Panchayet rates and taxes.
- 5.4 Subject To our observations aforesaid, we are of the opinion that the Owners have marketable title to the Said Property and the Developer has the sole right to develop the Said Property.

Dated This 4<sup>th</sup> May , 2018

  
**AYUSMAN DEY**  
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