

Report on Title

R. S. Dag Nos. 1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623,
1624 & 1625

corresponding to **L. R. Dag Nos.** 1618, 1619, 1620, 1621, 1224,
1225, 1640, 1641, 1642 & 1643

Mouza - Kalikapur

Police Station - Sonarpur,

District – South 24 Parganas,

West Bengal – 743 613



SANDIP AGARWAL & CO. ADVOCATES

10, Old Post Office Street, Kolkata – 700 001

10-Dec-18



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1. **DEFINITION:**

In this report, unless it be contrary or repugnant to the subject or context.

- 1.1. "Owner" shall mean **INSTITUTE OF INTERNATIONAL TRADE**, a registered Charitable Trust, having its registered office at 6, Waterloo Street, 5th Floor, Room No. 504, Kolkata – 700 069, Post Office – Esplanade, Police Station – Hare Street.
- 1.2. "Said/Subject Property" shall mean and include All That piece or parcel of land containing an area of 456 Decimals, more or less, out of 529 Decimals, appertaining to R. S. Dag Nos. 1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624 & 1625 corresponding to L. R. Dag Nos. 1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642 & 1643, comprised in R. S. Khatian Nos. 827, 946, 242/972, 975, 408, 242, 247, 867, 868 & 421 corresponding to L. R. Khatian Nos. 585 & 1767, under Mouza Kalikapur, J. L. No. 95, Police Station – Sonarpur, District – South 24 Parganas, West Bengal – 743 613, District Registration Office at Alipore, Additional District Registration Office at Sonarpur, within Kalikapur 1 No. Gram Panchayet. The respective area of each dag with classification etc. are given below:

R. S. Dag No.	L. R. Dag No.	Nature	Total Area in Dag (in Dec.)	Subject matter of Area of Land (in Dec.)
1221	1224	Bastu Commercial	69	55
1222	1225	Doba	05	02
1602	1618	Bastu Commercial	200	200
1603	1619	Bastu Commercial	34	17
1604	1620	Bastu Commercial	11	11
1605	1621	Bastu Commercial	120	120
1622	1640	Bastu Commercial	31	14
1623	1641	Bastu Commercial	37	15
1624	1642	Bastu Commercial	11	11



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1625	1643	Bastu Commercial	11	11
Total:			529	456

2. PRODUCTION OF TITLE DEEDS AND OTHER DOCUMENTS:

The Photocopies of the following documents were produced before us in respect of the said/subject Property:

- 2.1 The Bengali Deed of Sale, dated 30th May, 2008 made between Shyamalendu Chakraborty as vendor and Peerless Developer Limited as purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 14, Page 390 to 403, being No. 05262 for the year 2008.
- 2.2 The Bengali Deed of Sale, dated 30th May, 2008 made between Amalendu Chakraborty as vendor and Peerless Developer Limited as purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 14, Page 462 to 475, being No. 05267 for the year 2008.
- 2.3 The Bengali Deed of Sale, dated 9th September, 2008 made between Dakshina Chakraborty as vendor and Peerless Developer Limited as purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 26, Page 3048 to 3062, being No. 09410 for the year 2008.
- 2.4 The Bengali Deed of Sale, dated 25th January, 2008 made between Bina Mondal, Mousumi Mondal, Dipankar Mondal & Uma Mondal, collectively as vendors and Peerless Developer Limited as purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 26, Page 5436 to 5450, being No. 09540 for the year



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2008.

- 2.5 The Bengali Deed of Sale, dated 4th April, 2007 made between Chandi Gayan & Bhadra Chandra Mondal, jointly as vendors and Peerless Developer Limited as purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 26, Page 5475 to 5495, being No. 09543 for the year 2008.
- 2.6 The Bengali Deed of Sale, dated 20th January, 2007 made between Ramendra Nath Mondal, Tapan Mondal, Dilip Mondal, Chabi Halder, Pushpa Naskar, collectively as vendors and Peerless Developer Limited as purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 45, Page 5085 to 5101, being No. 12414 for the year 2008.
- 2.7 The Deed of Conveyance, dated 8th December, 2010 made between Peerless Developer Limited of 13A, Decres Lane, Kolkata - 700 073 as vendor and Institute Of International Trade as purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3094 to 3113, being No. 13483 for the year 2010.
- 2.8 The Deed of Conveyance, dated 8th December, 2010 made between Peerless Developer Limited of 13A, Decres Lane, Kolkata - 700 073 as vendor and Institute Of International Trade as purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3069 to 3093, being No. 13486 for the year 2010.
- 2.9 The Deed of Conveyance, dated 8th December, 2010 made between Peerless Developer Limited of 13A, Decres Lane, Kolkata - 700 073 as vendor and Institute Of International Trade as purchaser and duly registered with the



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office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3029 to 3048, being No. 13494 for the year 2010.

- 2.10 The Deed of Conveyance, dated 8th December, 2010 made between Peerless Developer Limited of 13A, Decres Lane, Kolkata - 700 073 as vendor and Institute Of International Trade as purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3009 to 3028, being No. 13503 for the year 2010.
- 2.11 The Deed of Conveyance, dated 26th July, 2011 made between Shyamali Ghosh (nee Mukherjee), wife of Samir Ghosh of 42, Diamond Harbour Road, Kolkata - 700 040 as vendor and Institute Of International Trade as purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 20, Page 4312 to 4326, being No. 08653 for the year 2011.
- 2.12 The Deed of Conveyance, dated 12th September, 2011 made between Nirmalendu Chakraborty, son of Late Birendra Nath Chakraborty of 42B, R. K. Chatterjee Road, Kolkata - 700 042 as vendor and Institute Of International Trade as purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3813 to 3825, being No. 10396 for the year 2011.
- 2.13 The Deed of Conveyance, dated 12th September, 2011 made between Kamala Prasad Chakraborty, son of Late Bhupendra Nath Chakraborty of Kalikapur as vendor and Institute Of International Trade as purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3826 to 3838, being No. 10395 for the year 2011.



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- 2.14 The Deed of Conveyance, dated 12th September, 2011 made between Dipika Ghosh, wife of Bimal Kumar Ghosh of 65A, Linton Street, Kolkata 700 014 as vendor and Institute Of International Trade as purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3839 to 3851, being No. 10394 for the year 2011.
- 2.15 The Deed of Conveyance, dated 12th September, 2011 made between Milan Kumar Bhattacharjee, son of Late Murai Mohan Bhattacharjee of Batamore, Maheshtala, Kolkata – 700 141 as vendor and Institute Of International Trade as purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3852 to 3865, being No. 10393 for the year 2011.
- 2.16 The Letter Memo. No. 1459/ULC dated 10th January, 2014 issued by Urban Land Ceiling Officer, Sadar, Alipore, South 24 Parganas address to Vinay Agarwal regarding the applicability of Urban Land Ceiling Act, 1976 in respect of the subject property.
- 2.17 The Letter Memo No. 60©49/832/P/14 dated 11th February, 2016 issued by ADM and D.L.&L.R.O. South 24 Parganas addressed to M/s. Institute of International Trade regarding the changing the character of land.
- 2.18 The certified copy of Parcha or Record of Rights of Institute of International Trade issued on 20th February, 2014.
- 2.19 The Khazna receipts bearing Nos. 2476543 dated 18/02/14, 5165716 dated 09/06/14 & 8157635 dated 18/11/17 issued by concerned B.L.&L.R.O.
- 2.20 The NOC dated 22/06/2013 issued by Kalikapur 1No. Gram Panchayat



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regarding the development of the subject property.

2.21 The Receipt of payment of Tax on land and building for the year 2018 – 2019 dated 29/06/2018 issued by Kalikapur 1No. Gram Panchayat.

2.22 The certificate issued by the Learned Additional Government Pleader, Alipore, South 24 Parganas regarding the marketability of the subject property.

3. OFFICES WHERE SEARCHES HAVE BEEN CONDUCTED:

3.1 Registration Offices:

3.1.1 Registrar of Assurances, Kolkata: Searches have been conducted by an independent searcher, Malay Kumar Banerjee of Champapukur, Basirhat, for the period from 1988 to 14th November, 2018 in Index II in respect of the subject property and no entry concerning the subject property, was found vide searcher's report sheet prepared for the office of the Registrar of Assurances - I, Kolkata.

3.1.2 District Registrar, Alipore: Searches have been conducted by an independent searcher, Malay Kumar Banerjee of Champapukur, Basirhat, for the period from 1988 to 14th November, 2018 in Index II in respect of the subject property and no entry concerning the subject property was found save and except the Deeds which have been furnished before us, vide report sheet prepared for the office of the District Sub-Registrar, Alipore.

3.1.3 Additional District Sub-Registrar, Sonarpur: Searches have been conducted by an independent searcher, Malay Kumar Banerjee of Champapukur, Basirhat, for the period from 1988 to 14th November, 2018 in Index II in respect of the subject property and no entry concerning the subject property



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was found save and except the Deeds which have been furnished before us, vide report sheet prepared for the office of the Additional District Sub-Registrar, Sonarpur:

3.2 Courts:

3.2.1 **Civil Judge (Junior Division):** Searches were conducted in the names of Institute Of International Trade, Peerless Developers Limited, Birendra Nath Chakraborty, Nihar Bala Chakraborty, Amalendu Chakraborty, Bimalendu Chakraborty, Nirmalendu Chakraborty, Shyamalendu Chakraborty, Monika Mukherjee, Monika Banerjee, Aloka Bhattacharya, Milan Kumar Bhattacharjee, Malay Kumar Bhattacharjee, Kalyani Mukherjee, Shyamali Ghosh (Nee Mukherjee), Dipika Ghosh, Kamala Prasad Chakraborty, Rabi Ram Mondal, Rashmoni Mondal, Nimai Mondal, Sabita Mondal, Nabin Mondal, Aparna Biswas, Kanai Mondal, Paritosh Mondal, Sukkuli Mondal, Sandhya Naska, Sudhir Kumar Mondal, Bhadra Mondal, Bhaben Mondal, Uma Mondal, Dipankar Mondal, Bina Mondal, Mousumi Mondal, Chandi Gayen, Kartick Chandra Mondal, Ramendra Nath Mondal, Tapan Mondal, Dilip Mondal, Chhabi Haldar, Puspa Naskar, Jiban Chandra Mondal, in the Court of Ld. 2nd Civil Judge (Junior Division) at Baruipur having the jurisdiction over the Police Station – Sonarpur for the period from 2007 to 1st December, 2018. No title suit, title execution case was found to be filed or pending by or against the abovenamed persons.

3.2.1 **Civil Judge (Senior Division):** Searches were conducted in the names of Institute Of International Trade, Peerless Developers Limited, Birendra Nath Chakraborty, Nihar Bala Chakraborty, Amalendu Chakraborty, Bimalendu Chakraborty, Nirmalendu Chakraborty, Shyamalendu Chakraborty, Monika Mukherjee, Monika Banerjee, Aloka Bhattacharya, Milan Kumar Bhattacharjee, Malay Kumar Bhattacharjee, Kalyani Mukherjee, Shyamali



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Ghosh (Nee Mukherjee), Dipika Ghosh, Kamala Prasad Chakraborty, Rabi Ram Mondal, Rashmoni Mondal, Nimai Mondal, Sabita Mondal, Nabin Mondal, Aparna Biswas, Kanai Mondal, Paritosh Mondal, Sukkuli Mondal, Sandhya Naska, Sudhir Kumar Mondal, Bhadra Mondal, Bhaben Mondal, Uma Mondal, Dipankar Mondal, Bina Mondal, Mousumi Mondal, Chandi Gayen, Kartick Chandra Mondal, Ramendra Nath Mondal, Tapan Mondal, Dilip Mondal, Chhabi Haldar, Puspa Naskar, Jiban Chandra Mondal in the Court of Ld. 1st Civil Judge (Senior Division) at Baruipur having the jurisdiction over the Police Station – Sonarpur for the period from 2007 to 29th November, 2018. No title suit, title execution case was found to be filed or pending by or against the abovenamed persons.

4 **Possession:**

We have been given to understand that the subject property is in the possession of Institute Of International Trade.

5 **Title:**

- 5.1 By a Deed of Conveyance, dated 8th December, 2010 made between one Peerless Developer Limited of 13A, Decres Lane, Kolkata - 700 073 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3094 to 3113, being No. 13483 for the year 2010, the said Peerless Developer Limited for the consideration mentioned therein sold transferred and conveyed All That undivided 1/7th share of land measuring about 60.42 Decimals appertaining to and forming part of R. S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute



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Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.

- 5.2 By a Deed of Conveyance, dated 8th December, 2010 made between the said Peerless Developer Limited of 13A, Decres Lane, Kolkata - 700 073 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3069 to 3093, being No. 13486 for the year 2010, the said Peerless Developer Limited for the consideration mentioned therein sold transferred and conveyed All That piece and parcel of land measuring about 58.40 Decimals appertaining to and forming part of R. S. Dag Nos. 1221 & 1222 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.
- 5.3 By a Deed of Conveyance, dated 8th December, 2010 made between the said Peerless Developer Limited of 13A, Decres Lane, Kolkata - 700 073 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3029 to 3048, being No. 13494 for the year 2010, the said Peerless Developer Limited for the consideration mentioned therein sold transferred and conveyed All That undivided 1/7th share of land measuring about 56.77 Decimals appertaining to and forming part of R. S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.



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- 5.4 By a Deed of Conveyance, dated 8th December, 2010 made between the said Peerless Developer Limited of 13A, Decres Lane, Kolkata - 700 073 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3009 to 3028, being No. 13503 for the year 2010, the said Peerless Developer Limited for the consideration mentioned therein sold transferred and conveyed All That undivided 1/7th share of land measuring about 60.42 Decimals appertaining to and forming part of R. S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.
- 5.5 By a Deed of Conveyance, dated 26th July, 2011 made between one Shyamali Ghosh (nee Mukherjee), wife of Samir Ghosh of 42, Diamond Harbour Road, Kolkata - 700 040 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 20, Page 4312 to 4326, being No. 08653 for the year 2011, the said Shyamali Ghosh (nee Mukherjee) for the consideration mentioned therein sold transferred and conveyed All That piece and parcel of land measuring about 58 Decimals appertaining to and forming part of R. S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.



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- 5.6 By a Deed of Conveyance, dated 12th September, 2011 made between one Nirmalendu Chakraborty, son of Late Birendra Nath Chakraborty of 42B, R. K. Chatterjee Road, Kolkata - 700 042 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3813 to 3825, being No. 10396 for the year 2011, the said Nirmalendu Chakraborty for the consideration mentioned therein sold transferred and conveyed All That piece and parcel of land measuring about 54.45 Decimals appertaining to and forming part of R. S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.
- 5.7 By a Deed of Conveyance, dated 12th September, 2011 made between one Kamala Prasad Chakraborty, son of Late Bhupendra Nath Chakraborty of Kalikapur as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3826 to 3838, being No. 10395 for the year 2011, the said Kamala Prasad Chakraborty for the consideration mentioned therein sold transferred and conveyed All That piece and parcel of land measuring about 26 Decimals appertaining to and forming part of R. S. Dag Nos. 1626 & 1625 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.
- 5.8 By a Deed of Conveyance, dated 12th September, 2011 made between one



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Dipika Ghosh, wife of Bimal Kumar Ghosh of 65A, Linton Street, Kolkata 700 014 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3839 to 3851, being No. 10394 for the year 2011, the said Dipika Ghosh for the consideration mentioned therein sold transferred and conveyed All That piece and parcel of land measuring about 51.27 Decimals appertaining to and forming part of R. S. Dag Nos. 1602, 1605, 1604, 1624 & 1603 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.

- 5.9 By a Deed of Conveyance, dated 12th September, 2011 made between one Milan Kumar Bhattacharjee, son of Late Murai Mohan Bhattacharjee of Batamore, Maheshtala, Kolkata – 700 141 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3852 to 3865, being No. 10393 for the year 2011, the said Milan Kumar Bhattacharjee for the consideration mentioned therein sold transferred and conveyed All That piece and parcel of land measuring about 51.27 Decimals appertaining to and forming part of R. S. Dag Nos. 1602, 1605, 1604, 1624 & 1603 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.

- 5.10 By virtue of the several deeds as stated above, Institute Of International



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Trade (the Owner) purchased the subject property from various land owners on different dates during the period 2010 to 2011.

- 5.11 After purchase of the said Property, the Owner, Institute Of International Trade caused its name to be mutated in the record of the BL&LRO, Sonarpur, South 24 Parganas in respect of the said Property which was duly mutated in the name of Institute Of International Trade under L. R. Khatian No. 1767.
- 5.12 After mutation of the said Property, the said Owner obtained "No Objection Certificate" from the Kalikapur 1No. Gram Panchayet on 22nd June, 2013 to convert the Sali lands of the said property for development by way of constructing multi-storied building thereon.
- 5.13 Thereafter, the said Owner applied for conversion of class of respective Sali lands of the said property to the classification of "Bastu Commercial". Pursuant to such application the permission for conversion was granted by the ADM and D.L.&L.R.O., South 24 Parganas by its Memo. No. 60(C)49/832/P/14 dated 11th February, 2016.
- 5.14 Thus the said Institute Of International Trade is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Property.

6 Observation:

- 6.1 Our report is based on the photocopies of the documents provided to us and mentioned in the Clause No. 2 and also the searches caused at the registration office, other offices and Courts, but do not extend to any charge and default of payment of income tax dues, other government and statutory dues or land acquisition.



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6.2 We have assumed the genuineness of all signatures, the authenticity of all photocopies of documents submitted to us as original, and the conformity of the copies or extracts submitted to us with that of the original documents.

6.3 We have relied upon documents and records furnished by client. Where such documents/records were not available for review, we have relied upon the veracity of statements made by the representatives of the Client and copies of the other documents.

6.4 Except as specifically indicated in this report, we have not independently validated the Information provided to us with any external source or authority.

7 Conclusion:

7.1 Subject to our observations made above and elsewhere in this report, we are of opinion that Institute Of International Trade is the sole and absolute owner of the said Property and the title of Institute Of International Trade to the said property is marketable and free from all encumbrances.

Sandip Agarwal
Advocate



12/12/2018



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