

## REPORT ON TITLE

In the matter of:

Premises Nos.69, 69/1 and 69T/15, Prince Baktiar Shah Road,  
Kolkata – 700 033 admeasuring approximately 72.65 cottahs

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| I. GLOSSARY                              |  |
|--|--|
| <b>Subject Property or Said Property</b> | means All That piece and parcel of land said to contain an area of 72.65 cottahs, be the same a little more or less, situate lying at and comprised in premises No. 69, 69/1 and 69T/15, Prince Baktiar Shah Road, Kolkata – 700 033.  |
| <b>1<sup>st</sup> Property</b>           | means all that premises No. 69, Prince Baktiar Shah Road, Kolkata said to contain an area of 2 cottahs 9 chittacks and 20 sq.ft. more or less.   |
| <b>2<sup>nd</sup> Property</b>           | means all that premises No. 69/1, Prince Baktiar Shah Road, said to contain an area of 67 cottahs 11 chittacks and 30 sq.ft. more or less.   |
| <b>3<sup>rd</sup> Property</b>           | means all that premises No. 69T/15, Prince Baktiar Shah Road, Kolkata said to contain an area of 2 cottahs 5 chittacks and 15 sq.ft. more or less.   |
| <b>Client</b>                            | means Arya Realty Developers Private Limited, a Company having its registered office at 31, Shakespeare Sarani, Kolkata - 700 017.   |
| <b>Vendors</b>                           | Ellenbarrie Plantation (P) Ltd., Shree Varsa Investors & Traders (P) Ltd., Nilgiri Marketing (P) Ltd., Maple Barter (P) Ltd., Adya Niket (P) Ltd., Adya Apartment (P) Ltd., Adya Realtors (P) Ltd., Magnum Credit & Consultant (P) Ltd., NPR Developers (P) Ltd., Jaishree Towers (P) Ltd., Rajveer Promoters (P) Ltd., and Fidele Developers (P) Ltd.     |
| <b>Disclosed Documents</b>               | means the copies of the title deeds and other documents relating to the subject property, as per list contained in Appendix I to this Report, made available to me from time to time for my verification and preparation of this Report.   |
| <b>Report</b>                            | means this legal due diligence report prepared in respect of the subject property on the basis of the information, Disclosed Documents and instructions supplied to me by the Client and the searches and/or investigations caused to be conducted and/or information made available at various Government Offices and Courts, as detailed in this Report. |
|  |  |

## II. INTRODUCTION

- 2.1 I have been instructed by the Client, to carry out a legal due diligence with respect to the subject property.
- 2.2 This Report has been prepared exclusively for the use of the Client and it is not to be provided to or relied upon by, nor is any responsibility, duty or liability accepted to, any third party without my prior written consent. I have been asked to compile this written report summarizing key legal issues arising from my legal due diligence.
- 2.3 This Report constitutes a title report in relation to the subject property only and, save and except as dealt with hereunder, this Report does not attempt to comment on and/or has any bearing or responsibility whatsoever with regard to the credentials of the Owners or any of them.
- 2.4 This Report should be read in full. However, the issues set out within each topic highlight briefly the matters which I believe may be of particular concern or interest to the Client.
- 2.5 This Report has been prepared pursuant to a due diligence exercise carried out from the months of April, 2016 to July, 2016. The scope of my assignment does not extend to updating the due diligence report for events and circumstances occurring after the dates on which the due diligence exercise was carried out.
- 2.6 I have, while carrying out the searches and title investigation, not undertaken searches of any other public registers in the course of my enquiries, except those specifically indicated in this Report.

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**III. DISCLOSED DOCUMENTS, DEVOLUTION OF TITLE AND OBSERVATIONS ON DISCLOSED DOCUMENTS**

- 3.1 I commenced my legal due diligence exercise by a review of the Disclosed Documents made available to me by the Client. Apart from the Disclosed Documents, no other documents have been provided to me.
- 3.2 It appears from the Disclosed Documents that:-
- a) Premises No. 30, Mission House Lane, Kolkata contained an area of 11 bighas 13 cottahs and 8 chittacks comprising of certain structures, outhouses and was butted and bounded by a boundary wall. Such premises No. 30, Mission House Lane, Kolkata was a part and portion of premises No. 11, Prince Anwar Shah Road, Kolkata and was thereafter known and numbered as premises No.21B, Mollahat Road and thereafter as premises No. 30, Mission House Lane, Kolkata.
  - b) The said premises No. 30, Mission House Lane, Kolkata was absolutely owned by Jnanendra Nath Mitter.
  - c) The said Jnanendra Nath Mitter is said to have died in the year 1914, after having made and published his last Will and Testament dated 31<sup>st</sup> May, 1914, in terms whereof, his widow, Nagendra Mohini Dasee and one of his sons, Birendra Nath Mitter as Executrix and Executor respectively of his Estate applied for grant of Probate of the said Will before the Hon'ble High Court at Calcutta, the other two Executors named therein being Nanda Bhusan Bose and Pashupati Nath Dey not having joined in such application and Probate was granted on or about 3<sup>rd</sup> March, 1916 to the said Nagendra Mohini Dasee and Birendra Nath Mitter.
  - d) By a Deed of Lease dated 11<sup>th</sup> September, 1924 made between Nagendra Mohini Dasee and Birendra Nath Mitter, therein referred to as the Lessors of the One Part and Tricam Das Cooverjee Bhoja therein referred to as the Lessee of the Other Part and registered with the Sadar Sub Registry at Alipore in Book No. I, Volume No.109, Pages 29 to 43, Being No.4444 for the year 1924, the Lessors as grantees of the Probate of the said Will of Jnanendra Nath Mitter, as said to have been empowered by the said Will for the purpose of paying off a mortgage on the said whole property and for defraying the costs of repairs of other properties of the Estate of the said Jnanendra Nath Mitter, in consideration of the premium therein reserved, therein granted a perpetual lease, is said to have conveyed, assured, demised and leased unto the Lessee therein All That the whole property to have and to hold the same forever permanently and absolutely



on payment of a uniform monthly rent therein reserved and on the terms and conditions therein contained.

- e) The said Tricam Das Cooverjee Bhoja, on or about 5<sup>th</sup> January, 1928, is said to have purchased an adjoining plot, known and numbered as premises No.32/2, Mission House Lane, Kolkata and containing an area of 4 cottahs 1 chittacks and 32 sq. ft. more or less.
- f) Pursuant to an application of the said Tricam Das Cooverjee Bhoja to the then Calcutta Corporation for amalgamation of the whole property with premises No. 32/2, Mission House Lane, Kolkata, such amalgamation is said to have carried out in the records of the Corporation and the said two amalgamated properties is said to have come to be known and numbered as premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 11 bighas 17 cottahs 9 chittacks and 32 sq. ft. more or less, hereinafter referred to as the said **"amalgamated property"**.
- g) Two of the heirs in intestacy of the said Jnanendra Nath Mitter namely, Krishna Sankatharini Mitra and her son, Aditya Nath Mitra, in the branch of Hirendra Nath Mitra, deceased son of Jnanendra Nath Mitter filed a suit in the Hon'ble High Court at Calcutta being Suit No. 27 of 1929 inter alia for construction of the Will of the said Jnanendra Nath Mitter and declaration of the rights of the parties thereunder. The Returns of the Commissioner of Partition appointed therein dated 5<sup>th</sup> May, 1937 were said to have been confirmed by the Hon'ble High Court at Calcutta by an order dated 2<sup>nd</sup> August, 1937 in terms whereof, the whole property (then renumbered as No. 43, Prince Baktiar Shah Road) was allotted to the said Krishna Sankatharini Mitra and Aditya Nath Mitra, absolutely and forever.
- h) Consequent upon being allotted the whole property, the said Krishna Sankatharini Mitra and Aditya Nath Mitra are said to have accepted the leasehold interest created by the Deed of Lease aforesaid, started realising and continued to realise lease rent from the lessee of the said whole property, Tricam Das Cooverjee Bhoja till the year 1941.
- i) The said Krishna Sankatharini Mitra who was during her life and at the time of her death, a Hindu governed by the Dayabhaga School of Hindu Law, is said to have died intestate on or about 12<sup>th</sup> April, 1941 leaving behind her and surviving, her only son Aditya Nath Mitra as her sole heir and legal representative, who inherited all her assets and properties including her undivided share or interest in the said whole property, consequent whereupon, the said Aditya Nath Mitra



became the sole and absolute owner of the said whole property, by then a part of the said amalgamated property.

- j) The said Tricam Das Cooverjee Bhoja who was during his life and at the time of his death, a Hindu governed by the Bombay School of Hindu Law, is said to have died intestate on or about 7<sup>th</sup> August, 1943 leaving behind him and surviving, his widow Coover Bai and his only daughter, Jai Luxmi Hansraj as his only heiresses and legal representatives, who are said to have inherited all his assets and properties including the said amalgamated property, in equal shares, absolutely and forever.
- k) The said Coover Bai, who was during her life and at the time of her death, a Hindu governed by the Bombay School of Hindu Law, said to have died intestate on or about on 15<sup>th</sup> June, 1949, whereupon her daughter, the said Jai Luxmi Hansraj inherited all her assets and properties including the said amalgamated property, absolutely and forever.
- l) The said Jai Luxmi Hansraj who was during her life and at the time of her death, a Hindu governed by the Bombay School of Hindu Law, said to have died intestate on or about 27<sup>th</sup> January, 1964, leaving behind her and surviving, her husband, Hansraj Haridas, two sons, Krishna Kumar Hansraj and Ravindra Kumar Hansraj and one daughter, Pushpa Vijay Sinh Bhatia as her only heirs, heiress and legal representatives, who inherited all her assets and properties including the said amalgamated property, absolutely and forever.
- m) By a Deed of Conveyance dated 6<sup>th</sup> January, 1982, made between the said Aditya Nath Mitra, therein referred to as the Vendor of One Part and the said Hansraj Haridas, therein referred to as the Purchaser of Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 250, Pages 35 to 46, Being No.7598 for the year 1982, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred to the Purchaser therein All That an undivided 1/4<sup>th</sup> share in All That his reversionary right title and interest in the whole property absolutely and forever.
- n) By another Deed of Conveyance dated 6<sup>th</sup> January, 1982, made between the said Aditya Nath Mitra, therein referred to as the Vendor of One Part and the said Pushpa Vijay Sinh Bhatia, therein referred to as the Purchaser of Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 250, Pages 47 to 59, Being No. 7599 for the year 1982, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred unto the



Purchaser therein All That an undivided 1/4<sup>th</sup> share in All That his reversionary right title and interest in the whole property absolutely and forever.

- o) By a third Deed of Conveyance dated 6<sup>th</sup> January, 1982, made between the said Aditya Nath Mitra, therein referred to as the Vendor of One Part and the said Ravindra Kumar Hansraj, therein referred to as the Purchaser of Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 250, Pages 283 to 294, Being No. 7600 for the year 1982, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred unto the Purchaser therein All That an undivided 1/4<sup>th</sup> share in All That his reversionary right title and interest in the whole property absolutely and forever.
- p) By a fourth Deed of Conveyance dated 6<sup>th</sup> January, 1982, made between the said Aditya Nath Mitra, therein referred to as the Vendor of One Part and the said Krishna Kumar Haridas, therein referred to as the Purchaser of Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 250, Pages 296 to 308, Being No.7601 for the year 1982, the Vendor at and for the consideration therein mentioned, sold, conveyed and transferred unto the Purchaser therein All That an undivided 1/4<sup>th</sup> share in All That his reversionary right title and interest in the whole property absolutely and forever.
- q) In the circumstances, upon merger of their leasehold interest with the reversionary interest of the lessor of the said whole property, the said Hansraj Haridas, Krishna Kumar Hansraj, Ravindra Kumar Hansraj and Pushpa Vijay Sinh Bhatia are said to have become the absolute freehold owners of the entirety of the said amalgamated property being premises No.69, Prince Baktiar Shah Road (comprised of erstwhile premises No.30 and No.32/2, Mission House Lane), Kolkata in fee simple in possession or an estate equivalent thereto.
- r) By a Deed of Conveyance dated 11<sup>th</sup> October, 1985, made between Hansraj Haridas, Krishna Kumar Hansraj, Ravindra Kumar Hansraj and Pushpa Vijay Sinh Bhatia, therein referred to as the Vendors of the One Part and Suman Kirit Shah, Saroj Ashvin Shah and Tarana Jitendra Shah therein referred to as the Purchasers of the Other Part and registered with the District Sub-Registrar, Alipore, in Book No. I, Volume No. 151, Pages 88 to 103, Being No. 8929 for the year 1985, the Vendors at and for the consideration therein mentioned, are said to have sold, conveyed and transferred to the Purchasers therein All That a part or portion of premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 2 cottahs 5 chhitacks and 15 sq. ft. more or less with proportionate





undivided right and share in a common passage abutting thereto, fully described in the Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, in equal shares, absolutely and forever.

- s) The said Suman Kirit Shah, Saroj Ashvin Shah and Tarana Jitendra Shah thereafter are said to have mutated their names as the owners of the part or portion of premises No.69, Prince Baktiar Shah Road, Kolkata containing an area of 2 cottahs 5 chhitacks and 15 sq. ft. more or less purchased by them as aforesaid, in the records of Kolkata Municipal Corporation, which thereafter came to be known and numbered as premises No. 69T/15, Prince Baktiar Shah Road, Kolkata.
- t) The said Hansraj Haridas who was during his life and at the time of his death, a Hindu governed by the Mitakshara School of Hindu Law, is said to have died intestate on 15<sup>th</sup> December, 1986 leaving behind him and surviving his two sons, namely the said Krishna Kumar Hansraj and Ravindra Kumar Hansraj and a daughter, namely the said Pushpa Vijay Sinh Bhatia as his only heirs, heiress and legal representatives, all of whom inherited all his assets and properties including the undivided right, title and interest of the said Hansraj Haridas in the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above in equal 1/3<sup>rd</sup> shares each.
- u) The said Krishna Kumar Hansraj, Ravindra Kumar Hansraj and Pushpa Vijay Sinh Bhatia thereafter are said to have mutated their names in the records of the Kolkata Municipal Corporation as the owners of the said amalgamated property, remaining after sale of a part or portion referred to in recital (R) above part recited, each being entitled to an undivided 1/3<sup>rd</sup> share therein.
- v) The said Ravindra Kumar Hansraj who was during his life and at the time of his death, a Hindu governed by the Mitakshara School of Hindu Law, is said to have died intestate on 9<sup>th</sup> September, 1994 leaving behind him and surviving his wife, Rohini Ravindra Hansraj and one son namely, Dhruv Ravindra Hansraj as his only heiress, heir and legal representatives, both of whom inherited all his assets and properties including the undivided 1/3<sup>rd</sup> share of the said Ravindra Kumar Hansraj in the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above in equal shares and thus became the owners of an undivided 1/6<sup>th</sup> share or interest each in the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above.



- w) The said Pushpa Vijay Sinh Bhatia who was during her life and at the time of her death, a Hindu governed by the Mitakshara School of Hindu Law, is said to have died intestate on 16<sup>th</sup> May, 1996 leaving behind her and surviving her husband, Vijay Sinh Bhatia as her sole heir and legal representative, who inherited all her assets and properties including the undivided 1/3<sup>rd</sup> share of the said Pushpa Vijay Sinh Bhatia in the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above and became the owner of an undivided 1/3<sup>rd</sup> share or interest in the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above.
- x) In the circumstances, the ownership of the said amalgamated property, remaining after sale of a part or portion referred to in sub- paragraph (r) above being No.69, Prince Baktiar Shah Road, Kolkata, is said to have devolved upon the following persons in the following undivided shares :
- |    |                         |                           |
|----|-------------------------|---------------------------|
| a) | Krishna Kumar Hansraj   | : 1/3 <sup>rd</sup> share |
| b) | Dhruv Ravindra Hansraj  | : 1/6 <sup>th</sup> share |
| c) | Rohini Ravindra Hansraj | : 1/6 <sup>th</sup> share |
| d) | Vijay Sinh Bhatia       | : 1/3 <sup>rd</sup> share |
- y) By a Deed of Conveyance dated 5<sup>th</sup> May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of One Part and Kirit Vrajlal Shah and Suman Kirit Shah, therein referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. 1, Volume No. 98, Pages 199 to 227, Being No. 1453 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto the Purchasers therein All That an undivided 1/5<sup>th</sup> share and interest in a part or portion of the said premises No.69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.
- z) By a Deed of Conveyance dated 5<sup>th</sup> May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of One Part and Ashvin Vrajlal Shah and Saroj Vrajlal Shah, therein referred to as the Purchasers of the Other Part

and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 99, Pages 154 to 182, Being No. 1465 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto the Purchasers therein All That an undivided 1/5<sup>th</sup> share and interest in a part or portion of the said premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.

- aa) By a Deed of Conveyance dated 5<sup>th</sup> May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of One Part and Ami Mehta and Minal Shah, therein referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 100, Pages 20 to 48, Being No. 1470 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto the Purchasers therein All That an undivided 1/5<sup>th</sup> share and interest in a part or portion of the said premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.
- bb) By a Deed of Conveyance dated 5<sup>th</sup> May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of One Part and Jitendra Vrajlal Shah and Tarana Jitendra Shah, therein referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 100, Pages 272 to 300, Being No. 1480 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto the Purchasers therein All That an undivided 1/5<sup>th</sup> share and interest in a part or portion of the said premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.
- cc) By a Deed of Conveyance dated 5<sup>th</sup> May, 1999, made between Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh

Bhatia, therein referred to as the Vendors of One Part and Dhirajben Vrajlal Shah and Vivek Shah, therein referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 97, Pages 46 to 74, Being No. 1432 for the year 2003, the Vendors therein, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto the Purchasers therein All That an undivided 1/5<sup>th</sup> share and interest in a part or portion of the said premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.

- dd) In the circumstances, by virtue of the sales aforesaid, the following purchasers are said to have become the owners of and/or well sufficiently entitled to All That part or portion of the said amalgamated property containing an area of 48 cottahs more or less each having the following shares or interest therein :-

| Sl. | Name                                       | Share                    |
|-----|--|--------------------------|
| 1.  | Dhirajben Vrajlal Shah                     | 1/10 <sup>th</sup> share |
| 2.  | Suman Kirit Shah                           | 1/10 <sup>th</sup> share |
| 3.  | Kirit Vrajlal Shah                         | 1/10 <sup>th</sup> share |
| 4.  | Vivek Shah                                 | 1/10 <sup>th</sup> share |
| 5.  | Ashvin Vrajlal Shah                        | 1/10 <sup>th</sup> share |
| 6.  | Saroj Ashvin Shah alias Saroj Vrajlal Shah | 1/10 <sup>th</sup> share |
| 7.  | Ami Mehta nee Shah                         | 1/10 <sup>th</sup> share |
| 8.  | Minal Chopra nee Shah                      | 1/10 <sup>th</sup> share |
| 9.  | Jitendra Vrajlal Shah                      | 1/10 <sup>th</sup> share |
| 10. | Tarana Jitendra Shah                       | 1/10 <sup>th</sup> share |

- ee) The said Suman Kirit Shah who was during her life and at the time of her death, a Hindu governed by the Mitakshara School of Hindu Law, is said to have died intestate in or around 2004, leaving behind her husband, Kirit Vrajlal Shah and one son, Vivek Shah as her heirs and legal representatives, who inherited all her assets and properties including her undivided 1/10<sup>th</sup> share and interest in a part

or portion of the premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 48 cottahs more or less, absolutely and forever.

- ff) In the circumstances, the said part or portion of premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 48 cottahs more or less came to be owned by the following persons each having the following undivided shares or interest therein :

| Sl. | Name                                       | Share                    |
|-----|--|--------------------------|
| 1.  | Dhirajben Vrajlal Shah                     | 1/10 <sup>th</sup> share |
| 2.  | Kirit Vrajlal Shah                         | 3/20 <sup>th</sup> share |
| 3.  | Vivek Shah                                 | 3/20 <sup>th</sup> share |
| 4.  | Ashvin Vrajlal Shah                        | 1/10 <sup>th</sup> share |
| 5.  | Saroj Vrajlal Shah alias Saroj Ashvin Shah | 1/10 <sup>th</sup> share |
| 6.  | Ami Mehta nee Shah                         | 1/10 <sup>th</sup> share |
| 7.  | Minal Chopra nee Shah                      | 1/10 <sup>th</sup> share |
| 8.  | Jitendra Vrajlal Shah                      | 1/10 <sup>th</sup> share |
| 9.  | Tarana Jitendra Shah                       | 1/10 <sup>th</sup> share |

- gg) Various other parts or portions of No. 69, Prince Baktiar Shah Road, Kolkata including a part or portion containing an area of 19 cottahs 11 chittaks 30 sq. ft. more or less is said to have continued to be owned by Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, each having the following undivided shares or interest therein :

| Sl. No. | Name                    | Share                   |
|---------|-------------------------|-------------------------|
| 1.      | Krishna Kumar Hansraj   | 1/3 <sup>rd</sup> share |
| 2.      | Dhruv Ravindra Hansraj  | 1/6 <sup>th</sup> share |
| 3.      | Rohini Ravindra Hansraj | 1/6 <sup>th</sup> share |
| 4.      | Vijay Sinh Bhatia       | 1/3 <sup>rd</sup> share |

- hh) By a Deed of Conveyance dated 26<sup>th</sup> December, 2007, made between the aforesaid Dhiraj Vrajlal Shah, Kirit Vrajlal Shah, Vivek Shah, Ashvin Vrajlal



Shah, Saroj Ashvin Shah, Ami Mehta nee Shah, Minal Chopra nee Shah, Jitendra Vrajlal Shah and Tarana Shah therein referred to as the Vendors of One Part and (1) Ellenbarrie Plantation (P) Limited (2) Shree Varsa Investors & Traders (P) Limited (3) Plymex Trading (P) Limited (4) Nilgiri Marketing (P) Limited (5) Maple Barter (P) Limited (6) Adya Niket (P) Limited (7) Adya Apartments (P) Limited (8) Adya Realtors (P) Limited (9) Magnum Credit & Consultants (P) Limited (10) NPR Developers Limited (11) Jaishree Towers (P) Limited and (12) Rajveer Promoters (P) Limited, therein referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata, in Book No. I, CD Volume No. 66, Pages 3376 to 3400, Being No. 6127 for the year 2008, the Vendors, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto and to the Purchasers therein All That a part and portion of premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 48 cottahs more or less, fully described in the Second Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.

- ii) By a Deed of Conveyance also dated 26<sup>th</sup> December, 2007, made between the aforesaid Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of the First Part, and Dhiraj Vrajlal Shah, Kirit Vrajlal Shah, Vivek Shah, Ashvin Vrajlal Shah, Saroj Ashvin Shah, Ami Mehta nee Shah, Minal Chopra nee Shah, Jitendra Vrajlal Shah and Tarana Shah therein referred to as the Confirming Parties of the Second Part and (1) Ellenbarrie Plantation (P) Limited (2) Shree Varsa Investors & Traders (P) Limited (3) Plymex Trading (P) Limited (4) Nilgiri Marketing (P) Limited (5) Maple Barter (P) Limited (6) Adya Niket (P) Limited (7) Adya Apartments (P) Limited (8) Adya Realtors (P) Limited (9) Magnum Credit & Consultants (P) Limited (10) NPR Developers Limited (11) Jaishree Towers (P) Limited and (12) Rajveer Promoters (P) Limited, therein referred to as the Purchasers of the Third Part and registered with the Additional Registrar of Assurances – I, Kolkata, in Book No. I, CD Volume No. 66, Pages 3460 to 3496, Being No.6136 for the year 2008, the Vendors, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto and to the Purchasers therein All That a part or portion of premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 19 cottahs 11 chitacks and 30 sq. ft. more or less, fully described in the Second Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red, absolutely and forever.

- jj) By a Deed of Conveyance also dated 26<sup>th</sup> December, 2007, made between the aforesaid Kirit Vrajlal Shah, Saroj Ashvin Shah, Vivek Shah and Tarana Jitendra Shah, therein referred to as the Vendors of the One Part and (1) Ellenbarrie Plantation (P) Limited (2) Shree Varsa Investors & Traders (P) Limited (3) Plymex Trading (P) Limited (4) Nilgiri Marketing (P) Limited (5) Maple Barter (P) Limited (6) Adya Niket (P) Limited (7) Adya Apartments (P) Limited (8) Adya Realtors (P) Limited (9) Magnum Credit & Consultants (P) Limited (10) NPR Developers Limited (11) Jaishree Towers (P) Limited and (12) Rajveer Promoters (P) Limited, therein referred to as the Purchasers of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata, in Book No. 1, CD Volume No. 66, Pages 3438 to 3459, Being No.5890 for the year 2008, the Vendors, at and for the consideration therein mentioned, are said to have sold, conveyed and transferred unto and to the Purchasers therein All That a part and portion of premises No. 69T/15, Prince Baktiar Shah Road, Kolkata, containing an area of 2 cottahs 5 chitacks and 15 sq. ft. more or less, fully described in the Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered green, absolutely and forever.
- kk) By a Deed of Conveyance also dated 26<sup>th</sup> December, 2007, made between the aforesaid Krishna Kumar Hansraj, Dhruv Ravindra Hansraj, Rohini Ravindra Hansraj and Vijay Sinh Bhatia, therein referred to as the Vendors of the First Part, Dhiraj Vrajlal Shah, Kirit Vrajlal Shah, Vivek Shah, Ashvin Vrajlal Shah, Saroj Ashvin Shah, Ami Mehta nee Shah, Minal Chopra nee Shah, Jitendra Vrajlal Shah and Tarana Shah therein referred to as the Confirming Parties of the Second Part and (1) Ellenbarrie Plantation (P) Limited (2) Shree Varsa Investors & Traders (P) Limited (3) Plymex Trading (P) Limited (4) Nilgiri Marketing (P) Limited (5) Maple Barter (P) Limited (6) Adya Niket (P) Limited (7) Adya Apartments (P) Limited (8) Adya Realtors (P) Limited (9) Magnum Credit & Consultants (P) Limited (10) NPR Developers Limited (11) Jaishree Towers (P) Limited and (12) Rajveer Promoters (P) Limited, therein referred to as the Purchasers of the Third Part and registered with the Additional Registrar of Assurances – I, Kolkata, in Book No. 1, Volume No. 66, Pages 3401 to 3437, Being No. 5892 for the year 2008, the Vendors at and for the consideration therein mentioned, sold, conveyed and transferred unto and to the Purchasers therein All That a part or portion of the said premises No. 69, Prince Baktiar Shah Road, Kolkata, containing an area of 2 cottahs 9 chitacks and 20 sq. ft. more or less, fully described in the Second Schedule thereunder written and delineated in the map or plan thereto annexed and thereon bordered red,

absolutely and forever, together with undivided proportionate right in respect of and over a common passage admeasuring 3 cottahs more or less.

- ll) The aforesaid 12 companies thus became the owners of various parts or portions of premises Nos.69 and the entirety of 69T/15, Prince Baktiar Shah Road, Kolkata as mentioned below, each having an undivided 1/12<sup>th</sup> share or interest therein as mentioned below :

| Sl. No. | Part or portion   |
|---------|---|
| 1.      | Part of premises No. 69 containing an area of 48 cottahs more or less.                            |
| 2.      | Part of premises No. 69 containing an area of 19 cottahs 11 chitacks and 30 sq. ft. more or less. |
| 3.      | Part of premises No. 69 containing an area of 2 cottahs 9 chitacks and 20 sq. ft. more or less.   |
| 4.      | Premises No. 69T/15 containing an area of 2 cottahs 5 chitacks and 15 sq. ft. more or less.       |

- mm) By a fresh Certificate of Incorporation Consequent Upon Change of Name dated 14<sup>th</sup> July, 2010, issued by the Registrar of Companies, West Bengal, the name of NPR Developers Limited was said to have changed to NPR Developers Private Limited.
- nn) By a Deed of Conveyance dated 30<sup>th</sup> March, 2013 made between Nilgiri Marketing (P) Limited and Plymex Trading (P) Limited, therein referred to as the Vendors of the One Part and Fidele Developers (P) Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, CD Volume No.6, Pages 11601 to 11618, Being No. 03171 for the year 2013, the Vendors therein for the consideration therein mentioned is said to have sold transferred and conveyed to the Purchaser therein All That their undivided 1/12<sup>th</sup> share or interest each in the part or portion of the premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 48 cottahs more or less, fully described in the First Schedule thereunder written, absolutely and forever.
- oo) By a Deed of Conveyance dated 30<sup>th</sup> March, 2013 made between Nilgiri Marketing (P) Limited and Plymex Trading (P) Limited, therein referred to as the Vendors of the One Part and Fidele Developers (P) Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of



Assurances – I, Kolkata in Book No. I, CD Volume No.6, Pages from 11583 to 11600, Being No. 03170 for the year 2013, the Vendors therein for the consideration therein mentioned is said to have sold transferred and conveyed to the Purchaser therein All That their undivided 1/12<sup>th</sup> share or interest each in the part or portion of the premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 19 cottahs 11 chittaks and 30 sq. ft. more or less, fully described in the First Schedule thereunder written, absolutely and forever.

- pp) By a Deed of Conveyance dated 30<sup>th</sup> March, 2013 made between Nilgiri Marketing (P) Limited and Plymex Trading (P) Limited, therein referred to as the Vendors of the One Part and Fidele Developers (P) Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, CD Volume No.6, Pages from 11619 to 11636, Being No.03173 for the year 2013, the Vendors therein for the consideration therein mentioned sold transferred and conveyed to the Purchaser therein All That their undivided 1/12<sup>th</sup> share or interest each in the part or portion of the premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 2 cottahs 9 chittaks and 20 sq. ft. more or less, fully described in the First Schedule thereunder written, absolutely and forever.
- qq) By a Deed of Conveyance dated 30<sup>th</sup> March, 2013 made between Nilgiri Marketing (P) Limited and Plymex Trading (P) Limited, therein referred to as the Vendors of the One Part and Fidele Developers (P) Limited, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances – I, Kolkata in Book No. I, CD Volume No. 6, Pages 11302 to 11319, Being No. 03172 for the year 2013, the Vendors therein for the consideration therein mentioned are said to have sold transferred and conveyed to the Purchaser therein All That their undivided 1/12<sup>th</sup> share or interest each in the part or portion of the premises No. 69T/15, Prince Baktiar Shah Road, Kolkata containing an area of 2 cottahs 5 chhitacks and 15 sq. ft. more or less, fully described in the First Schedule thereunder written, absolutely and forever.
- rr) In the circumstances, the following companies, are said to have become the owners of All That the various parts and/ or portions of premises No. 69 and the entirety of premises No. 69T/15, Prince Baktiar Shah Road, Kolkata, as mentioned below, each having the undivided shares or interests therein as mentioned below: -

| Sl. No. | Part or portion   |
|---------|---|
| 1.      | Part of premises No. 69 containing an area of 48 cottahs more or less.                            |
| 2.      | Part of premises No. 69 containing an area of 19 cottahs 11 chitacks and 30 sq. ft. more or less. |
| 3.      | Premises No. 69T/15 containing an area of 2 cottahs 5 chitacks and 15 sq. ft. more or less.       |
| 4.      | Part of premises No. 69 containing an area of 2 cottahs 9 chitacks and 20 sq. ft. more or less.   |

| Sl. No. | Name  | Share                    |
|---------|---|--------------------------|
| 1.      | Ellenbarrie Plantation (P) Limited          | 1/12 <sup>th</sup> share |
| 2.      | Shree Varsa Investors & Traders (P) Limited | 1/12 <sup>th</sup> share |
| 3.      | Maple Barter (P) Limited                    | 1/12 <sup>th</sup> share |
| 4.      | Adya Niket (P) Limited                      | 1/12 <sup>th</sup> share |
| 5.      | Adya Apartments (P) Limited                 | 1/12 <sup>th</sup> share |
| 6.      | Adya Realtors (P) Limited                   | 1/12 <sup>th</sup> share |
| 7.      | Magnum Credit & Consultants (P) Limited     | 1/12 <sup>th</sup> share |
| 8.      | NPR Developers (P) Limited                  | 1/12 <sup>th</sup> share |
| 9.      | Jaishree Towers (P) Limited                 | 1/12 <sup>th</sup> share |
| 10.     | Rajveer Promoters (P) Limited               | 1/12 <sup>th</sup> share |
| 11.     | Fidele Developers (P) Ltd                   | 1/6 <sup>th</sup> share  |

ss) Subsequent on becoming owners as aforesaid, the aforesaid companies mentioned in sub-paragraph (rr) above, are said to have applied for separation of two parts or portions of premises No. 69, Prince Baktiar Shah Road, Kolkata containing an area of 48 cottahs and 19 cottahs 11 chittacks and 30 sq. ft. more or less respectively and amalgamation of such separate plots and consequent upon such application, the said two parts or portions of premises No. 69, Prince Baktiar Shah Road, Kolkata are said to have been separated from premises No. 69 and amalgamated and renumbered as premises No.69/1, Prince Baktiar Shah Road, Kolkata containing an area of 67 cottahs 11 chittacks and 30 sq. ft. and mutated in the names of the said 11 companies.

tt) In such circumstances, the Vendors have become the absolute owners of the said property.

- uu) It appears from a property tax bill of premises No.69/1 for the 1<sup>st</sup> quarter 2012 recorded in the name of Jaishree Towers Private Limited, Fidele Developers Private Limited and 9 other Companies.
- wv) Property tax bills of premises No.69 and 69T/15 have not been produced nor have any mutation certificate in respect thereof been produced.
- ww) The Vendors has been granted no objection certificate dated 20<sup>th</sup> February, 2015 by the competent authority, Calcutta under the Urban Land (Ceiling and Regulation) Act, 1976 in respect of premises No.69/1, in terms of Rule 4(4) of the Kolkata Municipal Corporation Building Rules.
- xx) Copy of memo dated 13<sup>th</sup> August, 2015 of the Assistant Assessment Collector, Tollygunge Tax Department, Ward No.89 of the Kolkata Municipal Corporation has been produced stating that rectification of nature of use as dwelling house in place of factory in respect of premises No.69/1 has been approved by the Municipal Commissioner on 1<sup>st</sup> August, 2015.

#### IV. SEARCHES MADE AND OBSERVATION ON SEARCHES

##### 1.1 Registration Offices :

I had appointed Ms. Niva Dutta to carry out searches and to conduct in Index I Registers maintained namewise and Index II Registers maintained property descriptionwise at the concerned three registration offices which are Registrar of Assurances, Kolkata, District Registrar, Alipore and A.D.S.R., Alipore in respect of the following names and property description.

##### Names against which searches caused to be done in Index I Registers :

##### INDEX - I

| Sl. No. | Name                                      | Father's / Husband's Name | Years     |
|---------|---|---------------------------|-----------|
| 1       | Ellenbarie Plantation Pvt. Ltd.           |                           | 2007-2016 |
| 2       | Shree Varsa Investors & Traders Pvt. Ltd. |                           | 2007-2016 |
| 3       | Plymex Trading Pvt. Ltd.                  |                           | 2007-2016 |

|    |                                       |                        |           |
|----|---------------------------------------|------------------------|-----------|
| 4  | Niligiri Marketing Pvt. Ltd.          |                        | 2007-2013 |
| 5  | Maple Barter Pvt. Ltd.                |                        | 2007-2016 |
| 6  | Adya Niket Pvt. Ltd.                  |                        | 2007-2016 |
| 7  | Adya Apartments Pvt. Ltd.             |                        | 2007-2016 |
| 8  | Adya Realtors Pvt. Ltd.               |                        | 2007-2016 |
| 9  | Magnum Credit & Consultants Pvt. Ltd. |                        | 2007-2016 |
| 10 | NPR Developers Pvt. Ltd.              |                        | 2007-2016 |
| 11 | NPR Developers Ltd.                   |                        | 2007-2016 |
| 12 | Jaishree Towers Pvt. Ltd.             |                        | 2007-2016 |
| 13 | Rajveer Promoters Pvt. Ltd.           |                        | 2007-2016 |
| 14 | Fidele Developers Pvt. Ltd.           |                        | 2007-2016 |
| 15 | Kirit Vrajlal Shah                    | Vrajlal Shah           | 1999-2009 |
| 16 | Suman Kirit Shah                      | Kirit Vrajlal Shah     | 1987-2004 |
| 17 | Vivek Shah                            | Kirit Vrajlal Shah     | 2004-2009 |
| 18 | Dhirajben Vrajlal Shah                | Vrajlal Shah           | 1999-2009 |
| 19 | Ashvin Vrajlal Shah                   | Vrajlal Shah           | 1999-2009 |
| 20 | Saroj Ashvin Shah                     | Ashvin Vrajlal Shah    | 1987-2009 |
| 21 | Ami Mehta nee Shah                    | Rajesh Mehta           | 1999-2009 |
| 22 | Minal Chopra nee Shah                 | Pankaj Chopra          | 1999-2009 |
| 23 | Jitendra Vrajlal Shah                 | Vrajlal Shah           | 1999-2009 |
| 24 | Tarana Shah                           | Jitendra Shah          | 1999-2009 |
| 25 | Krishna Kumar Hansraj                 | Haridas Hansraj        | 1987-2003 |
| 26 | Ravindra Kumar Hansraj                | Haridas Hansraj        | 1987-1994 |
| 27 | Dhruv Ravindra Hansraj                | Ravindra Kumar Hansraj | 1994-2003 |
| 28 | Rohini Ravindra Hansraj               | Ravindra Kumar Hansraj | 1994-2003 |
| 29 | Pushpa Vijay Sinh Bhatia              | Vijay Sinh Bhatia      | 1987-1996 |
| 30 | Vijay Sinh Bhatia                     | Haridas Bhatia         | 1996-2003 |

**Addresses against which searches caused to be done in Index II Registers :**

**INDEX – II**

1. 69, Prince Baktiar Shah Road
2. 69/1, Prince Baktiar Shah Road
3. 69T/15, Prince Baktiar Shah Road

**1.2. Courts :**

*MS/AB*

I had appointed Ms. Niva Dutta to conduct searches in the Courts of Civil Judge, Junior Division at Alipore and Civil Judge, Senior Division at Alipore (these two Courts can entertain suits in respect of the properties falling under the jurisdiction of Charu Market Police Station within whose jurisdiction the subject property falls) for the last 12 years in respect of the names mentioned below for any Title Suit or Money Suit or Title Execution Case or Money Execution Case filed by or against them.

**Courts [ Civil Judge (Jr. Div.) and Civil Judge (Sr. Div.) at Alipore (T.S./M.S./ T.Ex./ M.Ex.)**

| Sl. No. | Name                                      | Father's / Husband's Name | Years     |
|---------|---|---------------------------|-----------|
| 1       | Ellenbarie Plantation Pvt. Ltd.           |                           | 2007-2016 |
| 2       | Shree Varsa Investors & Traders Pvt. Ltd. |                           | 2007-2016 |
| 3       | Plymex Trading Pvt. Ltd.                  |                           | 2007-2016 |
| 4       | Niligiri Marketing Pvt. Ltd.              |                           | 2007-2013 |
| 5       | Maple Barter Pvt. Ltd.                    |                           | 2007-2016 |
| 6       | Adya Niket Pvt. Ltd.                      |                           | 2007-2016 |
| 7       | Adya Apartments Pvt. Ltd.                 |                           | 2007-2016 |
| 8       | Adya Realtors Pvt. Ltd.                   |                           | 2007-2016 |
| 9       | Magnum Credit & Consultants Pvt. Ltd.     |                           | 2007-2016 |
| 10      | NPR Developers Pvt. Ltd.                  |                           | 2007-2016 |
| 11      | NPR Developers Ltd.                       |                           | 2007-2016 |
| 12      | Jaishree Towers Pvt. Ltd.                 |                           | 2007-2016 |
| 13      | Rajveer Promoters Pvt. Ltd.               |                           | 2007-2016 |
| 14      | Fidele Developers Pvt. Ltd.               |                           | 2007-2016 |
| 15      | Kirit Vrajlal Shah                        | Vrajlal Shah              | 2005-2009 |
| 16      | Vivek Shah                                | Kirit Vrajlal Shah        | 2005-2009 |
| 17      | Dhirajben Vrajlal Shah                    | Vrajlal Shah              | 2005-2009 |
| 18      | Ashvin Vrajlal Shah                       | Vrajlal Shah              | 2005-2009 |
| 19      | Saroj Ashvin Shah                         | Ashvin Vrajlal Shah       | 2005-2009 |

|    |                       |               |           |
|----|-----------------------|---------------|-----------|
| 20 | Ami Mehta nee Shah    | Rajesh Mehta  | 2005-2009 |
| 21 | Minal Chopra nee Shah | Pankaj Chopra | 2005-2009 |
| 22 | Jitendra Vrajlal Shah | Vrajlal Shah  | 2005-2009 |
| 23 | Tarana Jitendra Shah  | Jitendra Shah | 2005-2009 |

It appears that there is a pending litigation being F.M.A.T No. 759 of 2018 and CAN 5804 of 2018 before the Hon'ble High Court at Calcutta, arising out of Title Suit No. 8 of 2015, before the Court of the Learned 8<sup>th</sup> Civil Judge, (Sr. Div.) at Alipore. The parties to the suit are M/s Merlin Projects Limited and Shri Ashvin Vrajlal Shah & Ors.

### 1.3. Office of the Controller, Kolkata Thika Tenancy :

In response to my letter dated 14<sup>th</sup> May, 2016, seeking information as to whether the subject property is affected by thika tenancy, by a Memo No.B/483/Grp/KTT/16 dated 8<sup>th</sup> June, 2016, APIO of Controller, Kolkata Thika Tenancy has informed that as per available office records no return under the Thika Tenancy Act is found in respect of the subject property till date. A copy each of my letter dated 14<sup>th</sup> May, 2016 and the reply of APIO is annexed hereto and marked C-1 and C-2.

### 4.4 Office of the Kolkata Metropolitan Development Authority (KMDA) :

By a letter dated 14<sup>th</sup> May, 2016, issued by me to the Public Information Officer (KMDA) I had sought information as to whether the subject property is affected by any proposed or pending scheme of road widening or road alignment or any other scheme. No reply has been received to such letter as of date. A copy of my letter dated 14<sup>th</sup> May, 2016 is annexed hereto and marked D.

### 4.5. Registrar of Companies' Portal to Ministry of Corporate Affairs:

I have appointed Mr. Debabrata Dutt, Company Secretary, to ascertain if there is any charge created by the below mentioned companies affecting the subject property or part thereof. It appears from the documents received from the Portal of Ministry of Corporate Affairs that no document recording any charge has been filed by the said companies in respect of the subject property.

| Sl. No. | Name  |
|---------|---|
| 1.      | Ellenbarrie Plantation (P) Limited          |
| 2.      | Shree Varsa Investors & Traders (P) Limited |
| 3.      | Maple Barter (P) Limited                    |
| 4.      | Adya Niket (P) Limited                      |

|     |   |
|-----|---|
| 5.  | Adya Apartments (P) Limited             |
| 6.  | Adya Realtors (P) Limited               |
| 7   | Magnum Credit & Consultants (P) Limited |
| 8   | NPR Developers (P) Limited              |
| 9.  | Jaishree Towers (P) Limited             |
| 10. | Rajveer Promoters (P) Limited           |
| 11. | Fidele Developers (P) Ltd               |

A copy of the report of Mr. Debabrata Dutt, Company Secretary dated 4<sup>th</sup> July, 2016 is annexed herewith and marked E- 1 to E- 40.

## V. CONCLUSION

5.1 It appears from the documents produced that the Vendors, i.e. Ellenbarrie Plantation (P) Ltd., Shree Varsa Investors & Traders (P) Ltd., Nilgiri Marketing (P) Ltd., Maple Barter (P) Ltd., Adya Niket (P) Ltd., Adya Apartment (P) Ltd., Adya Realtors (P) Ltd., Magnum Credit & Consultant (P) Ltd., NPR Developers (P) Ltd., Jaishree Towers (P) Ltd., Rajveer Promoters (P) Ltd., and Fidele Developers (P) Ltd. have made out title to the subject property subject to the following: -

- (1) The subject property being affected by the principles of lis pendens in view of the pendency of suit affecting the same.
- (2) My other comments with respect to the title of the Vendors appearing hereinbefore.
- (3) Disclosure of various documents not yet provided and what would appear therefrom.
- (4) Searches which would not be made as aforesaid in the land registration offices.
- (5) Searches in civil courts which are not conducted by me but through the court staff.
- (6) Other exceptions as would appear from the report.

**VI. DISCLAIMER**

6.1 In connection with this Report, it should be noted that:

- (a) The accuracy of this Report necessarily depends on an assumption that the Disclosed Documents are true, complete and accurate (I have no reason to believe otherwise);
- (b) I have assumed that all documents, responses and other information provided to me, whether oral or written, are accurate and complete. I disclaim any responsibility for any forgery, misinformation, incorrect or incomplete information arising out of the documents, responses and other information furnished to me;
- (c) This Report has been prepared for and is limited to comment only on various legal issues involved in and the marketability of the title of the Vendors in respect of the subject property and the impact it can have on the transaction contemplated by the Client with the Vendors, and not otherwise;
- (d) I have presumed that all the documents provided to me were true and genuine and have not made any attempts to authenticate any of the signatures or stamp duty affixed to any of the documents nor have I tried to verify if the photocopies provided to me were genuine;
- (e) I have further presumed that there are no agreements, letters or other arrangements having contractual or other obligation or effect or otherwise modifying the terms or affecting the documents examined by me and copies of no such documents have been made available to me;

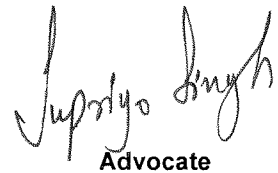




6.2 Any person who is not an addressee of this Report or who has not been duly authorised to have access to this Report by the addressee, accepts and agrees to the following terms by reading this Report :

- (a) the reader of this Report understands that the work performed by F&M was performed in accordance with the instructions, and for the sole benefit and use of the Client;
- (b) the reader of this Report agrees that F&M, its partners, associates, employees and agents neither owe nor accept any duty or responsibility to it, whether in contract or in tort (including without limitation, negligence and breach of statutory duty), and shall not be liable in respect of any loss, damage or expense of whatsoever nature which is caused by any use the reader may choose to make of this Report, or which is otherwise consequent upon gaining access to this Report by the reader; and
- (c) the reader further agrees that this Report is not to be referred to or quoted, in whole or in part, and not to distribute this Report without the prior written consent of F&M.

Dated this 19<sup>th</sup> day of August, 2016.

  
Advocate