



# VICTOR MOSES & CO.

Partners :  
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SOLICITORS, ADVOCATES, NOTARY  
AND  
TRADEMARK ATTORNEYS

Temple Chambers  
6, Old Post Office Street  
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Kolkata - 700 001

## REPORT ON TITLE

### 1. OWNERS:

(1) JAGRITI TOWERS PRIVATE LIMITED.

(2) PASTEL VANIJYA PVT. LTD.

both having their respective registered office at  
Premises No. 2C, Mahendra Road,  
Kolkata-700 025,

### 2. DESCRIPTION OF THE SAID PREMISES:

ALL THAT the piece or parcel of land containing an area of 18 Cottahs 7 Chittacks be the same a more or less situate lying at Premises No.4Q Naktala Road, Post Office Naktala, Police Station- Purba Jadavpur (formerly Tollygunge) Kolkata 700047, Ward No.100, Sub-Registry office Alipore, in the District of South 24-Parganas comprised in Mouza Naktala, Touzi No.66, Pargana Khaspur, Police.Station. Sadar Tollygunge, Cadastral Survey Khatian Nos.79 and 80 and Dag Nos.122/508 and 178 and being portion of premises No.4, Naktala Road of the Corporation of Calcutta within the District of the then 24-Parganas.

<b>ON THE NORTH</b>	:	By Remaining portion of Premises No.4, Naktala Road;
<b>ON THE SOUTH</b>	:	By Remaining portion of Premises No.4, Naktala Road;
<b>ON THE EAST</b>	:	By Naktala Road and
<b>ON THE WEST</b>	:	Remaining portion of Premises No.4, Naktala Road.

### 3. COPIES OF DOCUMENTS PERUSED:

A. Indenture of Conveyance dated the 6<sup>th</sup> day of July 1961, made between Shantilal Manilal, Narendra Shantilal, Pradip Narendra,



Rajendra Shantilal, Jaswant Shantilal and Bipin Shantilal therein jointly referred to as the Vendors of the One Part and Naktala Iron Works a partnership firm represented by its partners namely Smt. Shardaben Shah and Narendra Shantilal and registered at the office of the Sub-Registrar Alipore Sadar, in Book No. I, Volume No. 100 Pages 198 to 204 Being No. 5701 for the year 1961,

B. Deed of Partnership dated the 16<sup>th</sup> Day of December 1970 made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Bepin Chandra Shah therein referred to as the party of the Third Part and Nalin Shah therein referred to as the party of the Fourth Part.

C. Deed of Partnership dated the 24<sup>th</sup> day of February 1981, made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Bipin Chandra Shah therein referred to as the party of the Third Part and Nalin Shah therein referred to as the party of the Fourth Part and Shambhulal Manilal therein referred to as the Party of the Fifth Part and Smt. Varsha Shah therein referred to as the Party of the Sixth Part.

D. Deed of Partnership dated the 1<sup>st</sup> day of April 1981, made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Nalin Shah therein referred to as the party of the Third Part and Smt. Varsha Shah therein referred to as the party of the Fourth Part and Shambhulal Manilal therein referred to as the Party of the Fifth Part and Bepin Chandra Shah therein referred to as the Party of the Sixth Part.

E. Indenture of Retirement dated the 27<sup>th</sup> day of July 1990 made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Bepin Chandra Shah therein referred to as the party of the Third Part and Nalin Shah therein referred to as the party of the Fourth Part and Shambhulal Manilal therein referred to as the Party of the Fifth Part and Smt. Varsha Shah therein referred to as the Party of the Sixth Part.

F. Indenture of Partnership dated the 31<sup>st</sup> day of August 1991 made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the



Second Part and Nalin Shah therein referred to as the party of the Third Part and Shambhulal Manilal therein referred to as the party of the Fourth Part and Bipin Chandra Shah therein referred to as the Party of the Fifth Part and one Kartick Shah therein referred to as the Party of the Sixth Part.

**4. SEARCHES MADE:**

a) Index-II at the offices of i) Registrar of Assurances, Kolkata, ii) District Registrar, Alipore and iii) Additional District Sub-Registrar Alipore between the years 1985 and 2019 in respect of Premises No. 4Q Naktala Road;

b) In the Court of the Learned 5<sup>th</sup> Civil Judge [Senior Division] at Alipore in the names of (i) Narendra Saha, (ii) Kartick Shah, (iii) Ketan Shah, (iv) Natin S. Shah, (v) Bepin Chandra Shah, (vi) Smt. Jyotsna Shah and in the Court of the Learned 1<sup>st</sup> Civil Judge [Junior Division] at Alipore in the names of (i) Narendra Saha, Kartick Shah, (ii) Ketan Shah, (iii) Natin S. Shah, (iv) Bepin Chandra Shah, (v) Smt. Jyotsna Shah between the years 2004 and 2015 and in the Court of the Learned 4<sup>th</sup> Civil Judge [Senior and Junior Division] and in the Learned Court of 2<sup>nd</sup> Civil Judge [Junior Division] at Alipore in the names of (i) Jagriti Towers Private Limited and (ii) Pastel Vanijya Private Limited between the years 2017 and 2019.

c) At the office of the Kolkata Municipal Corporation;

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

e) At the office of the Ld. Thika Controller Kolkata;

f) At the office of the Kolkata Improvement Trust;

g) At the Registrar of Companies, West Bengal and

h) At the office of the Kolkata Metropolitan Development Authority

**5. SCOPE LIMITATION:**

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



We have assumed that the documents provided to us:

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

b) in connection with any particular issue are the only documents available with the Owners relating to such issue;

c) have not been superseded by any other document not made available to us for whatever reason;

d) are authentic and the authenticity of all copies of documents/information provided to us and the conformity of such copies or extracts submitted to us with that of the original documents;

To the extent possible, we have relied upon documents and records provided by the representative of the Owners abovenamed and this Report is being prepared solely based on those. Valuation and physical verification of the "**Said Premises**" are not part of our scope of work as such no physical verification of the "**Said Premises**" have been made by us;

We have taken due care for preparation of this report, however, we, shall not be responsible, or in any way held liable, in the event of any loss and/or damage suffered by any person on account of any statement in this report made relying upon any representations made by the Client or otherwise;

The decision of proceeding with or consummating any transaction on the basis of this report lies solely with the Client and our findings documented in this Report shall not, in any way, constitute a recommendation as to whether the Client or any other person should (or should not) consummate any transaction and This report is addressed to and is solely for the benefit of the Client and no other person shall, except with our consent, rely on this report or any part thereof. We shall not be liable in any manner if a third party relies on this Report with or without our consent.

6. DEVOLUTION OF TITLE:



A) One Robert Dalglish was seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 18 cottahs and 7 chittacks be the same a little more or less situate lying at Mouza Naktala, Police Station Tollygunge, Touzi No. 66, C.S. Khatian Nos.79 and 80, C.S. Dag Nos.122/508 and 178, in the District of the then 24-Parganas (hereinafter referred to as the "Said Land").

B) By a Deed of Conveyance dated the 28<sup>th</sup> day of April 1934 made between the said Robert Dalglish therein referred to as the vendor of the one part and one Shantilal Manilal, therein referred to as the Purchaser of other part and registered at the office of the Sub-Registrar Alipore in Book No. I, Volume No. 62, pages 24 to 31 Being No. 1641 for the year 1934 the said vendor therein for the consideration mentioned therein granted transferred, conveyed, assigned and assured unto and in favour of the said Shantilal Manilal All That the "Said Land".

C) The said Shantilal Manilal had purchased the "Said Land" as the Karta of his Hindu Undivided Family known as "Shantilal Manilal HUF". "Santilal Manilal HUF" comprised of Santilal Manilal and his four sons, namely, (i) Narendra Shantilal; (ii) Rajendra Shantilal; (iii) Yashwant Shantilal; and (iv) Bepin Shantilal and Pradip Narendra, a minor son of the said Narendra Shantilal.

D) "Shantilal Manilal HUF" decided to sell the "Said Land" to the family partnership business namely Naktala Iron Works.

E) In order to sell the "Said Land" the said Narendra Santilal as father and natural guardian of his minor son Pradip Narendra applied for and obtained an order dated the 6<sup>th</sup> day of April 1961 from the Court of the Learned District Judge at Alipore in Case No. 23 of 1961 under Act XXXII of 1956, whereby the said Narendra Santilal was permitted to sell the proportionate share of his minor son Pradip Narendra in the "Said Land".

F) By an Indenture of Conveyance dated the 6<sup>th</sup> day of July 1961 made between the said Shantilal Manilal, Narendra Shantilal, Rajendra Shantilal, Jaswant Shantilal, Bipin Shantilal and Pradip Shantilal (minor) represented by his father and natural gurdian Narendra Shantilal therein jointly referred to as the Vendors of the one part and one Naktala Iron Works a partnership firm represented by its partners namely Smt. Sardaben Shah and



Narendra Shantilal therein referred to as the Purchaser of the other part and registered at the office of the Sub-Registrar Alipore Sadar, in Book No. I, Volume No. 100 Pages 198 to 204 Being No. 5701 for the year 1961 the said vendors jointly therein for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the said purchaser therein all that the "Said Land".

G) The said Sardaben Shah retired from the partnership business on 30<sup>th</sup> October 1970.

H) By an Indenture of Partnership dated the 16<sup>th</sup> Day of December 1970 made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Bipin Chandra Shah therein referred to as the party of the Third Part and Nalin Shah therein referred to as the party of the Fourth Part, the said Jaswant Shah, Bipin Shah and Nalin Shah were admitted as partners to the said partnership business upon the retirement of the said Smt. Sardaben Shah.

I. The "Said Land" was assessed and numbered as Premises No.4 Naktala Road by the then Calcutta Municipal Corporation. More fully and particularly described in the Schedule hereunder written (hereinafter referred to as the "**Said Premises**").

J. By another Indenture of Partnership dated the 24<sup>th</sup> day of February 1981, made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Bipin Chandra Shah therein referred to as the party of the Third Part and Nalin Shah therein referred to as the party of the Fourth Part and Shambhulal Manilal therein referred to as the Party of the Fifth Part and Smt. Varsha Shah therein referred to as the Party of the Sixth Part, the said Shambhulal Manilal and Smt. Varsha Shah were admitted as partners to the said partnership business.

K. On 28<sup>th</sup> day of October 1981 the said Shambhulal Manilal and Bipin Chandra Shah retired from the said partnership business and in consequent to that the said Narendra Shah, Jaswant Shah, Nalin Shah and Smt Varsha Shah had jointly executed another Indenture of Partnership dated the 23<sup>rd</sup> day of January 1982 whereby and where under they had mutually agreed and



reconstituted the said partnership business along with the revised terms and conditions.

L. By another Indenture of Partnership dated the 1<sup>st</sup> day of April 1989, made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Nalin Shah therein referred to as the party of the Third Part and Smt. Varsha Shah therein referred to as the party of the Fourth Part and Shambhulal Manilal therein referred to as the Party of the Fifth Part and Bepin Chandra Shah therein referred to as the Party of the Sixth Part, the said Shambhulal Manilal and Bepin Chandra Shah were again admitted as partners to the said partnership business.

M. The "**Said Premises**" was reassessed and renumbered by the Kolkata Municipal Corporation and known as Premises No.4Q, Naktala Road, Kolkata.

N. By an Indenture of Retirement dated the 27<sup>th</sup> day of July 1990 made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Bepin Chandra Shah therein referred to as the party of the Third Part and Nalin Shah therein referred to as the party of the Fourth Part and Shambhulal Manilal therein referred to as the Party of the Fifth Part and Smt. Varsha Shah therein referred to as the Party of the Sixth Part, the said Smt. Varsha Shah retired from the said partnership business.

O. By another Indenture of Partnership dated the 31<sup>st</sup> day of August 1991 made between the said Narendra Shah therein referred to as the party of the First Part and Jaswant Shah therein referred to as the Party of the Second Part and Nalin Shah therein referred to as the party of the Third Part and Shambhulal Manilal therein referred to as the party of the Fourth Part and Bipin Chandra Shah therein referred to as the Party of the Fifth Part and one Kartick Shah therein referred to as the Party of the Sixth Part, the said Kartick Shah was admitted as Partner to the said partnership business.

P. The said Shambhulal Manilal died on 13<sup>th</sup> day of August 2005 leaving him surviving his only son Nalin Shah.



Q. The said Jaswant Shah died on 1<sup>st</sup> day of March 2006 leaving him surviving his widow Smt. Jyotsna Shah and only son Ketan Shah and only daughter Smt. Sunita Pratap as his legal heiresses heir and legal representatives.

R. By another Indenture of Partnership dated that 1<sup>st</sup> day of April 2013 made between the said Narendra Shah therein referred to as the party of the First Part and Nalin Shah therein referred to as the party of the Second Part and Bepin Chandra Shah therein referred to as the party of the Third Part and Kartic Shah therein referred to as the party of the Fourth Part and Ketan Shah therein referred to as the party of the Fifth Part and Smt. Jyotsna Shah therein referred to as the party of the Sixth Part the said party of the Fifth Part and Sixth Part namely Ketan Shah and Smt. Jyotsna Shah were admitted as partners to the said partnership business.

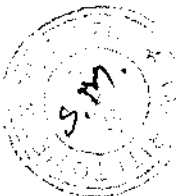
S. By an Indenture of Conveyance dated the 25<sup>th</sup> day of April 2017 made between the said Naktala Iron Works a Partnership Firm represented by its partners namely Shantilal and Manilal and ors therein referred to as the Vendor of the First Part and the said Smt. Sunita Pratap therein referred to as the Confirming Party of the Second Part and one Jagriti Towers Private Limited and Pastel Vanijya Private Limited therein jointly referred to as the Purchasers of Third part and registered at the office of the Additional Registrar of Assurances I, in Book No.I, Volume No. 1901-2017, pages 77709 to 77758 Being No.190102515 for the year 2017 the said vendor therein for the consideration mentioned therein granted transferred, conveyed, assigned and assured unto and in favour of the said Purchasers therein All That the "**Said Premises**".

## 7. RESULT OF THE SEARCHES:

### a) Registration Offices:

i) From the Index-II searches made at the office of the Registrar of Assurances, Kolkata, it appears that the pages are torn and partly torn for the years 1986, 1987, 1991, 1992 and 1994, Books not available for the year 1997 and 1999 and Volume for years 1985, 1988 and 1993 have been transferred hence the searches were carried out on the basis of the available records.

ii) From the Index-II searches made at the office of the District Registrar, Alipore it appears that the pages are torn and partly torn for





the years 1989, 1990, 1991, 1992, 1995, 1999, 2000 and 2001 and Volumes for years 1985, 1986 and 1987 are found to be damage hence the searches were carried out on the basis of the available records.

iii) From the Index-II searches made at the office of the Additional District Sub-Registrar, Alipore it appears that the pages are torn and partly torn for the years 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001 and 2002 and Volumes for years 1985, 1986, 1987, 1988, 1989, 1990, 1991 and 1992 are found to be damage hence the searches were carried out on the basis of the available records.

b) Courts:

It appears that no money suit, title suit, money execution case, title execution case has been filed against the said Owners in the aforesaid Courts touching the "**Said Premises**" in question.

c) Kolkata Municipal Corporation:

From the searches made at the office of the Kolkata Municipal Corporation, it appears that no sum of money is outstanding and payable to the Kolkata Municipal Corporation in respect of Assessee No. 211000600196.

d) Land Acquisition Collector Kolkata:

From the searches conducted at the office of the Land Acquisition Collector Kolkata it transpires that the "**Said Premises**" in question is not affected by any acquisition or requisition proceedings.

e) Thika Tenancy:

From the official report received from the office of the Controller Kolkata Thika Tenancy being Memo No. B/883/Inf./K.T.T./15 dated the 14/8/2015 it transpires that there is no thika tenant in the "**Said Premises**" in question.

f) Kolkata Improvement Trust:



From the searches conducted at the office of the Kolkata Improvement Trust it transpires that the "**Said Premises**" in question is not affected by any scheme of road alignment.

g) **Registrar of Companies West Bengal:**

From the searches made at the office of the Registrar of Companies, West Bengal it transpires that presently no charge has been created in respect of and over the "**Said Premises**" in question by the Jagriti Towers Private Limited and Pastel Vanijya Private Limited.

h) **Kolkata Metropolitan Development Authority:**

From the searches made at the office of the Kolkata Metropolitan Development Authority, it transpires that presently, the "**Said Premises**" is not affected by any project.

8. **CERTIFICATION:**

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

Dated this 9<sup>th</sup> day of September, 2019.

For VICTOR MOSES & CO.,  
SOLICITORS & ADVOCATES

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

