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**REPORT ON TITLE and OWNERSHIP**

**SCHEDULE OF THE PROPERTY**

ALL THAT piece or parcel of Bastu land measuring **15 decimals** containing by estimation an area of **09 Cottahs 01 Chittacks and 09 Sq ft.** be the same a little more or less with a temporary structure of bamboo hut standing thereon measuring about 150 square feet more or less within the Block Rajarhat, Police Station - Rajarhat, in Mouza **Chapna**, under Patharghata Gram Panchayet, Khatian - 868, corresponding to L.R. Khatian No.1578, Dag No. 620, J.L. No. 35, Touzi No. 10, Sub-Registration Office A.D.S.R. Rajarhat, District Registration Office at Barasat in the District of North 24 Parganas, (hereinafter referred to as **said Land**).

**PRESENT OWNERS OF THE SAID PROPERTY:**

Moonlight Buildcon Private Limited.

**DOCUMENTS EXAMINED AND VERIFIED**

- I. Court Records at Barasat Court.
- II. Registry Office Records at Registrar Assurances Kolkata.
- III. Registry Office Records at Office of District Sub-Registrar Barasat.
- IV. Registry Office Records at Office of A.D.S.R. Bidhannagar.
- V. Registry Office Records at Office of A.D.S.R. Rajarhat.
- VI. Land & Land Reforms record from the Official Website of Govt. of West Bengal.

**PLACES AND PERIOD OF SEARCHING:** Necessary searches have been conducted at:

- (i) The **Office of District Sub-Registrar Barasat, A.D.S.R. Bidhannagar, A.D.S.R. Rajarhat, Registrar of Assurances Kolkata** for the period from 1992 to 2023 in Index-II.
- (ii) The **Court of the Ld. Civil Judge Senior Division at Barasat** from 2012 to 2023, in respect of any Title Suit and Money Suit in the name of Nimai Banerjee & Moonlight Buildcon Private Limited.
- (iii) The **Court of the Ld. Civil Judge Junior Division at Barasat**, from 2012 to 2023 in respect of any Title Suit in the name of Nimai Banerjee & Moonlight Buildcon Private Limited.
- (iv) The **Land & Land Reforms** records from the Official Website of the Government of West Bengal.

**My report is as follows:** I have perused and considered the copies of the relevant documents and available records pertaining to the above premises and my report is as follows:

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Advocate

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THAT one Smt. Sitamoni Chakraborty alias Sailabala Chakraborty wife of Late Lalit Mohan Chakraborty of Notun Pukur, Police Station - Rajarhat, District - North 24 Parganas had inherited a stretch of land in various Dag Numbers as her share from her deceased husband and mutated her name in the records of the Block Land and Land Revenue Office and obtained a separate Khatian under her name being No. 717 under Chapna Mouza pertaining to J.L. No. 35, Touzi No. 10 District North 24 Parganas.

THAT the said Smt. Sitamoni Chakraborty alias Sailabala Chakraborty during her life time enjoyed the said land as sixteen annas owner thereof and without any objection and hindrances whatsoever.

THAT while in possession of the said land the said Smt. Sitamoni Chakraborty alias Sailabala Chakraborty decided to sell **11 decimals** of Bastu land in Dag No 620 under Chapna Mouza pertaining to J.L. No. 35, Touzi No. 10 District North 24 Parganas along with some other lands in various Dag Numbers to the one Nimai Banerjee alias Nemai Banerjee and accordingly a Bengali Kobala was executed by and between the parties therein and the said Kobala was registered in the Office of the Additional District Sub Registrar Bidhannagar on 20<sup>th</sup> May 1994 and entered into Book No. 1, Volume No. 68, Pages 61 to 66 Being No. 3057 of 1994 for a valuable consideration as mentioned therein.

THAT the said Nimai Banerjee alias Nemai Banerjee thus was seized and possessed and otherwise well and sufficiently entitled to the said 11 decimals of Bastu land and thereafter mutated his name in the records of the Block Land and Land Reforms Office under Khatian being No. 868 Dag No. 620, under Chapna Mouza pertaining to JL. No. 35, Touzi No. 10 under Additional District Sub Registry Office Bidhannagar Police Station - Rajarhat, District- North 24 Parganas.

THAT one Bhadreswar Chakraborty was the absolute owner of a stretch of 26.99 decimal of Bastu land be the same a little more or less in the Dag No. 620, under Chapna Mouza pertaining to J.L. No. 35, Touzi No. 10 under Additional District Sub Registry Office Bidhannagar Police Station - Rajarhat, District - North 24 Parganas.

THAT the said Bhadreswar Chakraborty died intestate leaving behind him and surviving him his Widow (Smt. Sailabala Chakraborty having Khatian 640/1 and three sons (i) Sri Gobinda Chakraborty having Khatian No. 215/1; (ii) Sri Laxmikanta Chakraborty having Khatian No. 620/1; (iii) Sri Gopal Chandra Chakraborty having Khatian No. 215/2) and five daughters A. Smt. Narani Chakraborty having Khatian No. 358/1; B. Urmila Chakraborty having Khatian 136/1; C. Kamla Chakraborty having Khatian No. 157/1; D. Sukla Achyarja having Khatian No. 721/1; E. Parani Chakraborty having Khatian No. 388/1 who had inherited the said land along with other lands and properties in equal

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share as per the Hindu Succession Act 1956 and mutated their names in the record of the concerned Block Land & Land Reforms Office.

THAT the said widow Smt. Sailabala Chakraborty thereafter died intestate as such the said three sons and five daughters inherited her share and accordingly they each had 1/8th share in the said Bastu land.

THAT thereafter the said Parani Chakraborty, her husband being predeceased, died intestate leaving behind one son (Sri Nimai Chakraborty son of Late Chintamoni Chakraborty) and two married daughters i. Smt. Kalpana Chakraborty wife of Sri Kenaram Chakraborty i Smt. Purnima Chakraborty (Ghosal) wife of Sri Manas Ghosal who had inherited the undivided 1/8th share of their mother (Smt. Parani Chakraborty) and started enjoying the said undivided bastu land as co-owners.

THAT Nimai Banerjee alias Nemai Banerjee coming to know that the said legal heirs of Sri Bhadreswar Chakraborty and Smt. Sailabala Chakraborty along with the legal heirs of Smt. Parani Chakraborty was willing to sell **4 decimals** of Bastu land in the Dag No.620 under Chapna Mouza pertaining to J.L. No. 35, Touzi No. 10 approached them and they being satisfied about getting the highest price as per market executed a Deed of Sale (Bengali Kobala) thereby transferring the said 4 decimals of bastu land in favour of the said Nimai Banerjee alias Nemai Banerjee on 28th April 2014 and the said Deed was registered in the office of A.D.S.R. Rajarhat North 24 Parganas and the same was entered into Book No. I, Volume No. 7 Page No. 13584 to 13599 Being No. 04838 of 2014 for a valuable consideration as mentioned therein.

THAT the said Nimai Banerjee alias Nemai Banerjee thereafter mutated his name in the records of the Block Land & Land Reforms Office and thus became possessed and sufficiently entitled to the said 15 decimals of bastu land in Dag No. 620 under Khatian 868 under Chapna Mouza pertaining to J.L. No. 35, Touzi No. 10 in the Block Rajarhat Police Station Rajarhat District North 24 Parganas.

THAT the said Nimai Banerjee alias Nemai Banerjee due to his personal requirement decided to sell the said land measuring approximately 15 decimals morefully and particularly described in the schedule below and coming to know of the same one Moonlight Buildcon Pvt. Ltd., the Purchaser/owner herein offered the said Nimai Banerjee alias Nemai Banerjee to purchase the said 15 decimal of Bastu land for a total consideration price mentioned therein and the said Nimai Banerjee alias Nemai Banerjee after being satisfied that the price offered by the said Purchaser/owner herein was the highest as per market agreed to sell the said land in favour of the Purchaser/owner herein absolutely and forever.

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THAT by virtue of a Registered Deed of Conveyance dated **18.09.2020** registered at the office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book No.I, Volume No. 1903-2020 Pages from 175928 to 175961 **Being No.190303687** for the year 2020 whereby the said Nimai Banerjee alias Nema Banerjee sold transferred and conveyed unto and in favour of the said Owner herein Moonlight Buildcon Private Limited **ALL THAT** piece and parcel of land measuring approximately **15 decimals** containing by estimation an area of **09 Cottahs 01 Chittacks and 09 Sq ft.** be the same a little more or less with a temporary structure of bamboo hut standing thereon measuring about 150 square feet more or less within the Block Rajarhat, Police Station - Rajarhat, in Mouza Chapna, Khatian - 868, corresponding to L.R. Khatian No.1578, Dag No. 620, J.L. No. 35, Touzi No.10, Sub-Registration Office A.D.S.R. Rajarhat, District Registration Office at Barasat in the District of North 24 Parganas and the owner Moonlight Buildcon Private Limited thus became the absolute owner and is collectively seized and possessed of and/or well and sufficiently entitled to the said land.

From the available records from the searches made in the Registry Offices being **District Sub-Registrar Barasat, A.D.S.R. Bidhannagar, A.D.S.R. Rajarhat, Registrar of Assurances**, Kolkata for the period from **1992 to 2023** in Index-II, I have found the following Deeds:

Sl. No.	Deeds	Registry Office where found
1.	Gift Deed No.-152304832 for the year 2014, Area 11.93 Decimals.	ADSR Rajarhat
2.	Sale Deed No.-152304838 for the year 2014, Area 4 Decimals.	ADSR Rajarhat
3.	Sale Deed No.-152304829 for the year 2014, Area 2.98 Decimals.	ADSR Rajarhat
4.	Sale Deed No.-152304837 for the year 2014, Area 1.5 Decimals.	ADSR Rajarhat
5.	Sale Deed No.- 190303687 for the year 2020, Area 15 Decimals.	A.R.A.-III

I have gone through the Deed by which the owner Moonlight Buildcon Private Limited has purchased the scheduled property and have verified and found the same to be in order. Other than the above entries I have found no other entries for the period 1992 to 2023 affecting the scheduled property as on the date of this Report.

From the court search in the Court of the 1<sup>st</sup> Civil Judge Senior Division at Barasat and the Court of the 1<sup>st</sup> Civil Judge Junior Division at Barasat from 2012 to 2023 in respect of any Title Suit or Money Suit pending in the name of the above mentioned owner Moonlight Buildcon Private Limited or the vendor Nimai Banerjee alias Nema Banerjee, it

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appears that there are no Title Suits or Money Suits are pending till date in respect of the said owner or the vendor before the above courts.

The name of the owner Moonlight Buildcon Private Limited has been duly recorded in the Record of Rights/Parcha as per the available information from the official website of the Government of West Bengal under L.R. Khatian No.1578.

From the Panchayet Tax Receipt dated 29.08.2022 it appears that the Tax in relation to the scheduled property for the year 2022-2023 has been duly paid by the owner Moonlight Buildcon Private Limited.

From the Khazana receipt dated 16.08.2022 it appears that the Khazana has been paid by the owner Moonlight Buildcon Private Limited till the Bengali year 1429.

**Opinion:** On the basis of the searches made and the copies of documents produced before me and the available records, I hereby certify that the abovementioned property in the name of the owner Moonlight Buildcon Private Limited is as such free from all sorts of encumbrances, charges, liabilities, liens, lispensens of any kind whatsoever and the said property is clear, free and marketable. The sale deed by which the owner has purchased the property is valid and genuine. The name of the owner Moonlight Buildcon Private Limited has been recorded in the Record of Rights/Parcha and the Patherghata Gram Panchayet. All taxes namely, Panchayet Tax, Khazana, etc. have been paid upto date.

**Following receipts are enclosed:**

- (1) Search Receipts from D.S.R. Barasat, A.D.S.R. Bidhannagar, A.D.S.R. Rajarhat, Registrar of Assurances Kolkata for the period from 1992 to 2023 in Index-II.
- (2) Court Search receipts in the names of Moonlight Buildcon Private Limited and Nemai Banerjee alias Nemai Banerjee from the Court of the Ld. 1<sup>st</sup> Civil Judge Senior Division at Barasat and the Court of Ld. 1<sup>st</sup> Civil Judge Junior Division at Barasat from 2012 to 2023 in respect of pendency of any Title Suit and Money Suit.
- (3) Khatian and Plot Information from the Official Website of the Government of West Bengal.

Dated: 28.03.2023.

Encl: As above.

Yours faithfully,  
*Sanjukta Ray*  
Sanjukta Ray  
Advocate.