

NAHIDA PARVIN,
Advocate
HIGH COURT, CALCUTTA
Kolkata – 700 001, West Bengal

Mobile No. 8013585073
8910394600

E-mail Id. –nahida1989@gmail.com

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SEARCH REPORT

Verification of title and search of Registration Reports pertaining to the freehold undivided property comprised of Banshbagan land situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Camp within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal, total area of land admeasuring about **19.212 Satak in L.R. and R.S. Dag No. 557, R.S. Khatian- 18, Corresponding to L.R. Khatian No. 325,456,526,613,1220 & 1446.**

A BRIEF BACKGROUND:

WHEREA Arani Kumar Naskar Alias Arani Naskar was the absolute owners according to the **R.S. R.O.R. vide R.S. Khatian No. 18** as 16(sixteen) Ana Share in respect of **ALL THAT** piece and parcel of Bastu land measuring an area of **65 Decimals**, corresponding to **R.S. Dag No. 557**, under **R.S. KHATIAN NO. 18** (*recorded in the name of Arani Kumar Naskar*), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata- 700 059, West Bengal and absolutely seized and possessed the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, i.e. **ALL THAT** piece and parcel of Bastu land measuring an area of **65 Decimals**, corresponding to **R.S. Dag No. 557**, under **R.S. KHATIAN NO. 18** (*recorded in the name of Arani Kumar Naskar*), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata- 700 059, West Bengal

said **Arani Kumar Naskar Alias Arani Naskar**, died intestate leaving behind his Wife **Rani Bala Naskar**, **Six sons** namely **Bijay Naskar, Sujoy Naskar, Anil Naskar, Sridhar Chandra Naskar, Sukumar Naskar** and **Sudam Naskar** and **Four Daughters** namely- **Parul Naskar Alias Palani Sarder, Malina Gain, Sandhya Mondal** and **Pari Naskar** as his legal heirs and successors, who jointly inherited $\frac{1}{11}$ th share each of the aforesaid property, according to the Hindu Succession Act, and jointly seized and possessed the same.

AND WHEREAS by virtue of inheritance said **Rani Bala Naskar**, became the absolute owner of land according her share, **ALL THAT** piece and parcel of Bastu land measuring an area of **5.91 Decimals** out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, under **R.S. KHATIAN NO. 18** (*recorded in the name of Arani Kumar Naskar*), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata-700 059, West Bengal and being in peaceful possession over the said property mutated his name in the **L.R.R.O.R. vide L.R. Khatian No. 526** and therefore she died intestate leaving behind **Six sons** namely **Bijay Naskar, Sujoy Naskar, anil Naskar, Sridhar Chandra Naskar, Sukumar Naskar** and **Sudam Naskar** and **Four Daughters** namely- **Parul Naskar Alias Palani Sarder, Malina Gain, Sandhya Mondal** and **Pari Naskar** , as her legal heirs and successors, who jointly inherited $\frac{1}{10}$ th share each of the aforesaid recorded property, according to the Hindu Succession Act, and jointly seized and possessed the same.

AND WHEREAS by virtue of inheritance from Mother said **Sujoy Naskar** became the absolute owner of land according his share, **ALL THAT** piece and parcel of Bastu land measuring an area of **0.591 Decimals** out of **5.907 Decimals**, be the same a little more or less, out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, under **L.R. KHATIAN NO. 526** (*recorded in the name of Rani Bala Naskar*), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata-700 059, West Bengal and being in peaceful possession over the said property.

AND WHEREAS by virtue of inheritance from Mother said **Sujoy Naskar**, became the absolute owner of land according to his share and he transferred his share, i.e. **ALL THAT** piece and parcel of Bastu land measuring an area of **0.591 Decimals** out of **5.907 Decimals**, be the same a little more or less, out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, under **L.R. KHATIAN NO. 526** (*recorded in the name of Rani Bala Naskar*), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata- 700 059, West Bengal to **Sidhar Naskar, Utpal Naskar, Goutam naskar**, and **Tapas Naskar** by virtue of a Registered Bengali Deed of Exchange, vide Deed No. 08577, dated 10.07.2023, Registered in the Office of A.D.S.R., Bhangar, South 24 Parganas and delivered the physical possession over the same.

AND WHEREAS by virtue of inheritance from father said **Malina Gain**, became the absolute owner of land according her share, **ALL THAT** piece and parcel of Bastu land measuring an area of **5.907 Decimals** out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, under **R.S. KHATIAN NO. 18** (*recorded in the name of Arani Kumar Naskar*), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata- 700 059, West Bengal and being in peaceful possession over the said property mutated her name in the **L.R.R.O.R.** vide **L.R. Khatian No. 456** and being in peaceful possession over the said property.

AND WHEREAS by virtue of inheritance from Mother said **Malina Gain**, became the absolute owner of land according her share, **ALL THAT** piece and parcel of Bastu land measuring an area of **0.591 Decimals** out of **5.907 Decimals**, be the same a little more or less, out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, under **L.R. KHATIAN NO. 526** (*recorded in the name of Rani Bala Naskar*), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata- 700 059, West Bengal and being in peaceful possession over the said property.

AND WHEREAS by virtue of inheritance from father said **Sandhya Mondal**, became the absolute owner of land according her share, **ALL THAT** piece and parcel of Bastu land measuring an area of **5.907 Decimals** out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, under **R.S. KHATIAN NO. 18** (*recorded in the name of Arani Kumar Naskar*), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata- 700 059, West Bengal and being in peaceful possession over the said property mutated her name in the **L.R.R.O.R. vide L.R. Khatian No. 613** and being in peaceful possession over the said property.

AND WHEREAS by virtue of inheritance from Mother said **Sandhya Mondal**, became the absolute owner of land according her share, **ALL THAT** piece and parcel of Bastu land measuring an area of **0.591 Decimals** out of **5.907 Decimals**, be the same a little more or less, out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, under **L.R. KHATIAN NO. 526** (*recorded in the name of Rani Bala Naskar*), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata- 700 059, West Bengal and being in peaceful possession over the said property.

AND WHEREAS by virtue of inheritance from Father said **Pari Naskar**, became the absolute owner of land according her share, **ALL THAT** piece and parcel of Bastu land measuring an area of **5.907 Decimals** out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, under **R.S. KHATIAN NO. 18** (*recorded in the name of Arani Kumar Naskar*), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata- 700 059, West Bengal and being in peaceful possession over the said property and possessed the same.

AND WHEREAS by virtue of inheritance from Mother said **Pari Naskar** became the absolute owner of land according her share, **ALL THAT** piece and parcel of Bastu land measuring an area of **0.591 Decimals** out of **5.907 Decimals**, be the same a little more or less, out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, under **R.S. KHATIAN NO. 18** (*recorded in the name of Arani Kumar Naskar*), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of

Bamanghata Gram Panchayet District- South 24 Parganas, Kolkata-700 059, West Bengal and being in peaceful possession over the said property.

AND WHEREAS by virtue of inheritance from Father and Mother said **Pari Naskar**, became the absolute owner of land according to her share and she transferred her share, i.e. **ALL THAT** piece and parcel of Bastu land measuring an area of **6.51 Decimals** out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, under **R.S. KHATIAN NO. 18** (*recorded in the name of Arani Kumar Naskar*), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata-700 059, West Bengal to **Sanjib Naskar, Prosenjit Naskar, Goutam naskar, Mintu Naskar, Utpal Naskar, Subhas Naskar** and **Prabir Naskar** by virtue of a Registered Deed of Sale, vide Deed No. 1281, dated 04.03.2013, Registered in the Office of A.D.S.R., Bhangar, South 24 Parganas and delivered the physical possession over the same.

AND WHEREAS by virtue of said Deed of Purchase said **Goutam Naskar**, became the absolute owner of land, **ALL THAT** piece and parcel of Bastu land measuring an area of **1.086 Decimals**, be the same a little more or less, out of **6.51 Decimals** out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata- 700 059, West Bengal and being in peaceful possession over the said property mutated her name in the **L.R.R.O.R.** vide **L.R. Khatian No. 1446** and being in peaceful possession over the said property.

AND WHEREAS one **Prasenjit Naskar** was the recorded owner of the free hold Bastu land measuring an area of 5.78 decimals, be the same a little more or less, out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, under **R.S. KHATIAN NO. 18** (*recorded in the name of Arani Kumar Naskar*), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata- 700 059, West Bengal, mutated his name in the record of rights under L. R. Khatian No. 1220, before B.L. &

L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS one **Prasenjit Naskar** was the recorded owner of the free hold Bastu land measuring an area of 1.43 decimals, be the same a little more or less, out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, under **R.S. KHATIAN NO. 18** (*recorded in the name of Arani Kumar Naskar*), lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata- 700 059, West Bengal , mutated his name in the record of rights under L. R. Khatian No. 1457 , before B.L. & L.R.O Bhangore and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS above **Prasenjit Naskar** Exchanged and/or transferred the freehold undivided Bastu land measuring about 7.21 decimals in R.S. & L.R. Plot No. 557 situated at Mouza – Jotbhim, J.L. No. 3, under P.S.- Kolkata Leather Camp within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore, in the district of South 24 Parganas, West Bengal to **Sidhar Naskar, Utpal Naskar, Goutam naskar, and Tapas Naskar** by virtue of a Registered Bengali Deed of Exchange, vide Deed No. 08577, dated 10.07.2023, Registered in the A.D.S.R., Bhangore, South 24 Parganas, accordingly they became the owner of the above said property by way of this Deed and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS by virtue of said Deed of exchange said **Sidhar Naskar**, became the absolute owner of land, **ALL THAT** piece and parcel of Bastu land measuring an area of **3.13 Decimals**, be the same a little more or less, out of **7.80 Decimals** out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station -

Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata- 700 059,West Bengal ,being in peaceful possession over the said property and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS by virtue of said Deed of exchange said **Utpal Naskar**, became the absolute owner of land, **ALL THAT** piece and parcel of Bastu land measuring an area of **0.52 Decimals**, be the same a little more or less, out of **7.80 Decimals** out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata- 700 059,West Bengal ,being in peaceful possession over the said property and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

AND WHEREAS by virtue of said Deed of exchange said **Tapas Naskar**, became the absolute owner of land, **ALL THAT** piece and parcel of Bastu land measuring an area of **2.27 Decimals**, be the same a little more or less, out of **7.80 Decimals** out of **65 Decimals**, be the same a little more or less, corresponding to **R.S. and L.R. Dag No. 557**, lying and situated at **MOUZA – JOTBHIM**, J.L. 03, A.D.S.R. Office - Bhangar, under the Police Station - Kolkata Leather Camp, within the limits of **Bamanghata** Gram Panchayet District- South 24 Parganas, Kolkata- 700 059,West Bengal ,being in peaceful possession over the said property and accordingly was well enjoying the same and well entitled to transfer the same to anyone and anyway.

PRESENT OWNER:

Land situated at Mouza – Jotvim, J.L. No. 3, under P.S.- Kolkata Leather Camp within the local limits of Bamanghata Gram Panchayat, within the jurisdiction of Additional District Sub-registration Office (A.D.S.R.) Bhangore,

in the district of South 24 Parganas, West Bengal, total area of land admeasuring about **19.212 Satak in L.R. and R.S. Dag No. 557 the present owner is :**

- a) PARI NASKAR for 1.326 Decs.
- b) MALINA GAYEN for 5.9085 Decs.
- c) RANI BALA NASKAR for 3.9975 Decs.
- d) SANDHYA MONDAL for 5.915 Decs.
- e) PRASENJIT NASKAR5 for 7.6895 Decs.

REGISTRY OFFICE SEARCHING:-

We have examined the documents detailed below handed over to us in respect of the above property and have caused searches in respect of the property in Index II, regarding the above noted land in the record of ADSR- Bhangore (from year 2000 to 2015), and also we have search through online.

During this period, we found the following entries in the above Registry Office with regard to the R.S. & L.R. Dag No. 557 which is subject matter of this search report:

Sl. No.	Name of the Registry Office	Deed No. & other details	Area of Land (in Decimal)	Remarks
1.	A.D.S.R., Bhangore	D-01281, Y-2013	6.51decimals R.S./L.R. dag No. 557	Related to this Search Report
2.	A.D.S.R., Bhangore	D-08577, Y-2023	7.80 decimals R.S./L.R. dag No. 555	Related to this Search Report

as per the available records of the concerned offices of the Registrar.

Apart from the above noting, there is no other entry found in respect of the above noted Dag No. 557 & **L.R. Khatian No. 325,456,526,613,1220 & 1446**, as per the available records of the registry offices concerned.

COURT SEARCHING

Further, searches have been performed in the name of present and previous owner with information Slip in the Title suit filing register of Civil Court at Alipore in the Court of Ld. 7th Civil judge (Senior Division) for the years starting from 2010 to 2021 upto date (th February 2021) total 12 years and in the Court of Ld. 6th Civil Judge (junior Division) for the year Starting from 2009 to 2018 up to date (th 2018) total 12 years and in the Ld. 1st Addl. Civil Judge (junior Division) for the year Starting from 2019 to 2021 up to date (th 2021) total 12 years and no litigation is pending and the court searching slips are enclosed herewith.

THE RECORDS AT BHANGORE BLOCK LAND AND LAND REFORMS OFFICE (B.L. & L.R.O.)

L.R. Record:

We have obtained the records related to the entry of names in the L.R. Plot Information (P.I.) at the B.L. & L.R.O. – Bhangore, South 24 Parganas with respect to above L.R. Dag No. 557 and it is found that the name of present owners is mentioned as follows:

- a) PARI NASKAR for 1.326 Decs under L.R. Khatian No. 325.
- b) MALINA GAYEN for 5.9085 Decs under L.R. Khatian No. 456.
- c) RANI BALA NASKAR for 3.9975 Decs under L.R. Khatian No. 526.
- d) SANDHYA MONDAL for 5.915 Decs under L.R. Khatian No. 613.
- e) PRASENJIT NASKAR5 for 7.6895 Decs under L.R. Khatian No. 1220 & 1446.

R.S. Record:

We have also obtained the records related to the entry of names in the R.S. records at the B.L. & L.R.O. – Bhangore, South 24 Parganas with respect to

R.S Dag No. 557 and it is found that the names of the R.S. Recorded Owners mentioned:

Under R.S. Khatian No. 18

A) Arani Kumar Naskar for 65 Decimals.

NATURE OF USE OF LAND:

As per the available record the land recorded as to Bastu.

It is thus, from the relevant papers and documents and upon performing searches as mentioned above, we are of the opinion that the present owner holds good, clear and marketable title for the land as mentioned above and the property is free from all encumbrances, lien & charges and any prospective purchasers/buyers of the above mentioned property will also acquire good and marketable title thereto and valid mortgage can be created by the present owner, subject to the remarks as mentioned in the Special Remarks below. The valid mortgage can be created by depositing the following original documents:

1. Deed of Conveyance dated 04.03.2013, Being No.1281, Y-2013
2. Deed of Exchange dated 10.07.2023, Being No. 08577, Y-2023.
3. Updated Plot Information copy.
4. Conversion Certificate (after conversion)

If the original Deed of Conveyance, as above noted, is not available with the present owner then the valid mortgage can be created by registering the Mortgage Deed.

SPECIAL REMARKS:

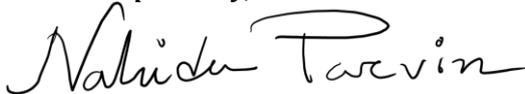
1. Our responsibility to any involved parties arising from, or in relation to, this appointment (in contract, tort, negligence or otherwise) howsoever arising shall not in any circumstances exceed the professional fee payable to us for this specific mandate.

2. This Report should not be relied upon as a substitute for a full set of warranties/indemnities which one would seek to attain appropriate transaction of this nature.
3. We do not have any view on the possible outcome of any disputes/litigations, if any, discovered in course of our search and referred to in this report.
4. We do not have any view on the possible disputes/litigations, if any, which may exist/not exist in public domain and not referred to in this report.
5. The observations mentioned in this report may be subject to change based upon obtaining any additional information gathered from the authorities concerned mentioned below as well the information/disclosures provided by Client/Owner.

Documents Perused:

- A. Deed of Conveyance dated 04.03.2013, Being No.1281, Y-2013
- B. Deed of Exchange dated 10.07.2023, Being No. 08577, Y-2023.
- C. R.S Plot Information of R.S Dag No. 557;
- D. L.R. Plot Information of L.R. Dag No.557;

Prepared By:-



Adv. Nahida Parvin
Calcutta High Court
Enrolment No. - WB/1291/2012