

# VICTOR MOSES & CO.

Partners: D. N. Mittra Amit Basu Ms. D. Ghosh Ms. S. Bagchi S. Rov Amlan Mandal Ms. Savantika Mitra SOLICITORS, ADVOCATES, NOTARY AND TRADEMARK ATTORNEYS

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

#### REPORT ON TITLE

Re: All That the piece and parcel of land containing an area of 8 Cottahs 8 Chittacks and 42 Sq.Ft., more or less, together with structures stood thereon, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156 and 433 Police Station-Lake Town (formerly Dum Dum), being amalgamated Plot No.136 (formerly 135 & 136) and amalgamated Holding No. 1718 (formerly 468 & 1718), Lake Town, Block -"A", Ward No.30, within South Dum District-North 24Parganas, Municipality, Kolkata-700 089.

#### OWNERS: 1.

(1) MR. JAI SHANKAR ROY ALIAS JAY SHANKAR ROY,

son of the Late Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy,

residing at P-135, Block A, 1st Floor, Lake Town,

Post Office-Lake Town and Police Station-Lake Town,

District-North 24 Parganas,

Kolkata-700 089, West Bengal;

(2) MR. KAILASH PRASAD ROY,

son of the Late Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy, residing at Deoria,

Post Office Deoria, Police Station-Zamania,

District-Gazipur, Uttar Pradesh-232 340;

(3) DJKA DEVELOPERS PRIVATE LIMITED,

having its Registered Office at P-846, Block-A, Lake Town, Post Office and Police Station-Lake Town,

District-North 24Parganas,

Kolkata-700 089, West Bengal; and

Solicitors

Telephones: +91 (033) 2248 1296 / 2248 4600 / 2210 2381 / Fax: +91 (033) 2248 2933

E-mail: vmoses@victormoses.in / vmoseskol@gmail.com

Delhi Office: 115, Indraprakash Building, 21, Barakhamba Road, New Delhi - 110 001

E-mail: vmosesdelhi1@gmail.com

# (4) HIGH VALUE FINANCE PRIVATE LIMITED ALIAS HIGHVALUE FINANCE PRIVATE LIMITED,

having its Registered Office at 410, Kamalalaya Centre, 156A, Lenin Sarani, Post Office and Police Station-Bowbazar, Kolkata-700 013, West Bengal.

# 2. <u>DESCRIPTION OF THE PROPERTY</u>:

ALL THAT the piece and parcel of land containing an area of 8 Cottahs 8 Chittacks and 42 Sq.ft., more or less, together with structures stood thereon, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156 and 433 Police Station-Lake Town (formerly Dum Dum), being amalgamated Plot No.136 (formerly 135 & 136) and amalgamated Holding No. 1718 (formerly 468 & 1718), Lake Town, Block –"A", Ward No.30, within South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089.

# 3. <u>DOCUMENTS PERUSED</u>:

Photo-copies of the following: -

- 1. Deed of Conveyance dated the 5th day of February, 1955 made between Co-operative Homes Limited therein referred to as the Vendor Society of the One Part and Abhai Narayan Roy alias Abhoy Narayan Roy Alias Abhai Narayan Roy therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Cossipore, Dum Dum, and recorded in Book No.I, Volume No.22, Pages 173 to 178, Being No.1109 for the year 1955.
- 2. Deed of Gift dated the 2<sup>nd</sup> day of May, 2024 made between Premlata Rai therein referred to as the Donor of the One Part and Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy, therein jointly referred to as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 347796 to 347815, Being No.190406190 for the year 2024.
- 3. Deed of Gift dated the 2<sup>nd</sup> day of May, 2024 made between Savitri Devi therein referred to as the Donor of the One Part and Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy, therein jointly referred to as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 347816 to 347835, Being No.190406191 for the year 2024.
- 4. Deed of Gift dated the 2<sup>nd</sup> day of May, 2024 made between Saroj Rai therein referred to as the Donor of the One Part and Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy, therein jointly referred to as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and



Continuation Sheet No.:.	
--------------------------	--

recorded in Book No.I, Volume No.1904-2024, Pages 347836 to 347855, Being No.190406192 for the year 2024.

- 5. Development Agreement dated the 14th day of May, 2024 made between Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy, therein jointly referred to as the Owners of the One Part and DJKA Developers Private Limited therein referred to as the Developer of the Other Part, and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 394904 to 394955, Being No.190406881 for the year 2024.
- 6. Deed of Conveyance dated 28th day of November, 1960 made between The Governor of West Bengal therein referred to as the Vendor of the One Part and Kanchan Prova Biswas therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar at Cossipore Dumdum and recorded in Book No.I, Volume No.117, Pages 272 to 276, Being No.8850 for the year 1960.
- 7. Deed of Relinquishment dated 15th day of November, 1973 made between Kanchan Prova Biswas therein referred to as the Releasor and Dhirendra Lal Chaudhuri therein referred to as the Releasee, registered with the office of the Sub-Registrar at Cossipore Dumdum in Book No.I, Volume No.144, Pages 103 to 104, Being No.7665 for the year 1973.
- 8. Bengali Danpatra (Deed of Gift) dated the 3<sup>rd</sup> day of August, 1981 made between the said Dhirendra Lal Chaudhuri therein referred to as the Donor of the One Part and one Mridul Kanti Chaudhuri therein referred to as the Donee of the Other Part and registered with the office of the Additional District Registrar at Barasat and recorded in Book No.I, Volume No.36, Pages 178 to 180, Being No.2405 for the year 1981.
- 9. Deed of Conveyance dated 3<sup>rd</sup> day of May, 2024 made between the said Mridul Kanti Chaudhuri, therein referred to as the Vendor of the One Part and the said DJKA Developers Private Limited and one High Value Finance Private Limited alias Highvalue Finance Private Limited, therein jointly referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Bidhannagar, and recorded in Book No.I, Volume No.1504-2024, Pages 47103 to 47125, Being No.150401143 for the year 2024.
- 10. Deed of Exchange dated the 13th day of August, 2024 made between the said Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy, therein jointly referred to as the First Parties and the said DJKA Developers Private Limited and one High Value Finance Private Limited alias Highvalue Finance Private Limited, therein jointly referred to as the Second Parties and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 644818 to 644841, Being No.190411943 for the year 2024



- 11. Mutation Certificate in respect of Plot No.135, Block "A", Holding No.468, Lake Town, issued by the South Dum Dum Municipality.
- 12. Mutation Certificate in respect of Plot No.136, Block "A", Holding No.1718, Lake Town, issued by the South Dum Dum Municipality.
- 13. Amalgamated Mutation Certificate in respect of Plot No.136, Block "A", Holding No.1718, Lake Town, Kolkata-700 089, issued by the South Dum Dum Municipality.
- 14. Building Plan No.1368 dated 29.10.2024 sanctioned by South Dum Dum Municipality.

## 4. THE SEARCHES MADE:

- a) At the offices of:
  - i) Additional Registrar of Assurances, Kolkata,
  - ii) District Registrar, North 24Parganas at Barasat,
  - iii) Additional District Sub-Registrar, Bidhannagar, -for the period from 1994 to 19th December, 2024.
- b) In the Court of Learned 2<sup>nd</sup> Civil Judge (Sr. Div.) at Barasat, in the Court of Learned Civil Judge (Jr. Div.) Court at Bidhannagar.

# 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 above-named and this Report is being prepared solely based on those. Valuation and physical verification of the land are not part of our scope of work as such no physical verification of the said land have been made by us.



We have taken due care for preparation of this report, however, it, 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 representation(s) 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.

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. <u>DEVOLUTION OF TITLE</u>:

**A.** The Owners abovenamed became the absolute owners in respect of All That the piece and parcel of land and building more fully mentioned and described heretofore, which they have acquired or purchased in the manner following:

# (i) Property in respect of P-135, Lake Town: -

- By a Deed of Conveyance dated the 5th day of February, 1955 made 1. between one Co-operative Homes Limited therein referred to as the Vendor Society of the One Part and one Abhai Narayan Roy alias Abhoy Narayan Roy Alias Abhai Narayan Roy therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Cossipore, Dum Dum, and recorded in Book No.I, Volume No.22, Pages 173 to 178, Being No.1109 for the year 1955, the Vendor Society at and for the consideration mentioned therein granted transferred conveyed assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 4 (Four) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft., be the same a little more or less, lying situate at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, and 154 to 156, the then Police Station-Dum Dum, in the then District-24Parganas, more fully mentioned and described in the Schedule thereunder written (hereinafter referred to as the said land in Plot No.135).
- 2. Subsequent thereto, the said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy got his name mutated in the records of South Dum Dum Municipality and after Assessment the said land in Plot No.135 was assessed as Holding No.297, Lake Town.



- 3. The said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy thereafter caused a Building Construction Plan sanctioned by the said South Dum Dum Municipality for construction of a 3 (Three) storied building on the said land in Plot No.135.
- 4. Pursuant to afore-recited building construction Plan, the said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy constructed and erected a 3 (Three) storied building having a covered area of 5950 (Five Thousand Nine Hundred and Fifty) Sq.ft. [on the ground floor 2800 (Two Thousand Eight Hundred) Sq.ft., on the first floor 2800 (Two Thousand Eight Hundred) Sq.ft., and on the second floor 350 (Three Hundred Fifty) Sq.ft.,] be the same a little more or less upon the said land in Plot No.135 (hereinafter referred to as **the said building in Plot No.135**).
- 5. The said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy from time to time inducted 11 (Eleven) different tenants in the said building in Plot No.135 at or for monthly rentals payable according to English Calendar month.
- 6. The said Abhai Narayan Roy alias Abhoy Narayan Roy alias Abhai Narayan Roy, a male Hindu, died intestate on the 15<sup>th</sup> day of August, 1996 leaving him surviving his two sons, the Owner/Vendors herein, namely Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy and three daughters, namely, Premlata Rai, Saroj Rai and Savitri Devi, as his heirs, heiresses and legal representatives, his wife namely, Namna Roy having predeceased him on the 3<sup>rd</sup> day of July, 1978.
- 7. The afore-recited Holding No.297, Lake Town was subsequently renumbered as Holding No.468, Lake Town, Block- "A" under Ward No.30 within the ambit of the said South Dum Dum Municipality.
- Thus the Owner Nos.(1) & (2) herein and the said Premlata Rai, Saroj Rai and Savitri Devi became jointly seised and possessed of All That the piece and parcel of land containing an area of 4 (Four) Cottahs 9 (Nine) Chittacks 15 (Fifteen) Sq.ft., be the same a little more or less, together with 3 (Three) storied building having a covered area of 5950 (Five Thousand Nine Hundred and Fifty) Sq.ft., [on the ground floor 2800 (Two Thousand Eight Hundred) Sq.ft., on the first floor 2800 (Two Thousand Eight Hundred) Sq.ft., and on the second floor 350 (Three Hundred Fifty) Sq.ft., be the same a little more or less in the occupation of the tenants, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, and 154 to 156, Police Station-Lake Town, (formerly Dum Dum), being Plot No.135, Block -"A", Holding No.468, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality District-North 24Parganas, Kolkata-700 089, (hereinafter the said land and the said building in the said Plot No.135 are collectively referred to as the said



property in Plot No.135), each having undivided 1/5th part or share thereof.

- By a Deed of Gift dated the 2nd day of May, 2024 made between the said Premlata Rai therein referred to as the Donor of the One Part and the Owner Nos.(1) & (2) herein, therein jointly referred to as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 347796 to 347815, Being No.190406190 for the year 2024, the Donor therein in consideration of her natural love and affection towards her brothers namely the Donees therein, gifted transferred assigned and assured unto and in favour of the Donees therein All that her undivided 1/5th part or share in the said property in Plot No.135 representing the piece and parcel of land containing an area 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft., and together with undivided 1190 (One Thousand One Hundred Ninety) Sq.ft., of covered area of the old and dilapidated 3 (Three) storied building, having cemented floors (on the ground floor 560 Sq.ft., on the first floor 560 Sq.ft., and on the second floor 70 Sq.ft.), more fully mentioned and described in the Second Schedule thereunder written, freely, absolutely and forever.
- By another Deed of Gift dated the 2nd day of May, 2024 made between the said Savitri Devi therein referred to as the Donor of the One Part and the Owner Nos.(1) & (2) herein, therein jointly referred to as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 347816 to 347835, Being No.190406191 for the year 2024, the Donor therein in consideration of her natural love and affection towards her brothers namely the Donees therein, gifted transferred assigned and assured unto and in favour of the Donees therein All that her undivided 1/5th part or share in the said property in Plot No.135 representing the piece and parcel of land containing an area 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft., and together with undivided 1190 (One Thousand One Hundred Ninety) Sq.ft., of covered area of the old and dilapidated 3 (Three) storied building, having cemented floors (on the ground floor 560 Sq.ft., on the first floor 560 Sq.ft., and on the second floor 70 Sq.ft.), more fully mentioned and described in the Second Schedule thereunder written, freely, absolutely and forever.
- 11. By another Deed of Gift dated the 2<sup>nd</sup> day of May, 2024 made between the said Saroj Rai therein referred to as the Donor of the One Part and the Owner Nos.(1) & (2) herein, therein jointly referred to as the Donees of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 347836 to 347855, Being No.190406192 for the year 2024, the Donor therein in consideration of her natural love and affection towards her brothers namely the Donees therein, gifted transferred assigned and assured unto and in favour of the Donees therein All that her undivided 1/5<sup>th</sup> part or share in the said property in Plot No.135 representing the



piece and parcel of land containing an area 14 (Fourteen) Chittacks 30 (Thirty) Sq.ft., and together with undivided 1190 (One Thousand One Hundred Ninety) Sq.ft., of covered area of the old and dilapidated 3 (Three) storied building, having cemented floors (on the ground floor 560 Sq.ft., on the first floor 560 Sq.ft., and on the second floor 70 Sq.ft.), more fully mentioned and described in the Second Schedule thereunder written, freely, absolutely and forever.

- 12. Thus the Owner Nos.(1) & (2) herein, namely, the said Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy, became the joint owners in respect of All That the said property in Plot No.135, more fully and particularly described in the **Lot-A** of the **First Schedule** hereunder written (hereinafter referred to as **the said Lot-A**) free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.
- 13. Subsequent thereto the Owner Nos.(1) & (2) herein, got their names mutated in the records of South Dum Dum Municipality in respect of the said Lot-A.
- 14. By a Development Agreement dated the 14th day of May, 2024 made between the Owner Nos.(1) & (2) herein, therein jointly referred to as the Owners of the One Part and the Developer herein, therein referred to as the Developer of the Other Part, and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 394904 to 394955, Being No.190406881 for the year 2024, the Owner Nos.(1) & (2) herein had jointly appointed the Developer herein as developer to construct erect and commercially exploit **All That** the said Lot-A, on the terms and conditions therein covenanted.

# (ii) Property in respect of P-136, Lake Town: -

By a Deed of Conveyance dated the 28th day of November, 1960 made between The Governor of West Bengal therein referred to as the Vendor of the One Part and Kanchan Prova Biswas therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar at Cossipore Dumdum and recorded in Book No.I, Volume No.117, Pages 272 to 276, Being No.8850 for the year 1960, the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area 3 Cottahs 15 Chittacks 27 Sq.ft., be the same a little more or less, situate lying at Mouza-Patipukur, J.L. No.24, comprised in part of C.S./R.S. Dag No.433, Police Station-Lake Town (formerly Dum Dum), being Scheme Plot No.136, Block -"A", Lake Town within the ambit of South Dum Dum Municipality, in the then District- 24Parganas, Kolkata-700 089, more fully and particularly described in the Schedule thereunder written (hereinafter referred to as the said land in Plot No.136).



Continuation	Sheet No. :	***************************************
--------------	-------------	---

- 2. The said Kanchan Prova Biswas was merely a benamdar of her father, namely, Dhirendra Lal Chaudhuri, and by virtue of a Deed of Relinquishment dated 15th day of November, 1973 duly registered at the office of the Sub-Registrar at Cossipore Dumdum in Book No.I, Volume No.144, Pages 103 to 104, Being No.7665 for the year 1973, the said Kanchan Prova Biswas released, relinquished and discharged forever her ostensible right, title and interest in over and upon the said land in Plot No.136 containing an area 3 Cottahs 15 Chittacks 27 Sq.ft., be the same a little more or less, more fully and particularly described in the Schedule thereunder written, unto and in favour of her father, namely, the said Dhirendra Lal Chaudhuri, freely absolutely and forever.
- 3. Subsequently, the said Dhirendra Lal Chaudhuri mutated his name in the records of South Dumdum Municipality in respect of the said land in Plot No.136 and which was assessed and numbered as being Municipal Holding No.907, Lake Town.
- 4. By a Bengali Danpatra (Deed of Gift) dated the 3<sup>rd</sup> day of August, 1981 made between the said Dhirendra Lal Chaudhuri therein referred to as the Donor of the One Part and one Mridul Kanti Chaudhuri therein referred to as the Donee of the Other Part and registered with the office of the Additional District Registrar at Barasat and recorded in Book No.I, Volume No.36, Pages 178 to 180, Being No.2405 for the year 1981, the Donor therein in consideration of his natural love and affection towards his son, namely the Donee therein, made a free and absolute gift in respect of All That the said land in Plot No.136, more fully and particularly described in the Schedule thereunder written, freely absolutely and forever.
- 5. Thereafter the said Mridul Kanti Chaudhuri mutated his name in the records of South Dumdum Municipality in respect of the said land in Plot No.136 and the same was renumbered as Municipal holding No.1718, Lake Town.
- 6. The said Mridul Kanti Chaudhuri had got a plan duly sanctioned by the South Dum Dum Municipality having building plan being No.981 dated 3<sup>rd</sup> April, 1982 which was revised having building plan No.185 dated 16<sup>th</sup> July, 2002, for construction of a building upon the said land in Plot No.136.
- 7. In pursuance of and in terms of the afore-recited building plan, the said Mridul Kanti Chaudhuri constructed a three storied building upon the said land in Plot No.136 in a phase manner (hereinafter the said land in Plot No.136 and the building standing thereat are collectively referred to as **the said property in Plot No.136**).



- By a Deed of Conveyance dated the 3rd day of May, 2024 made between the said Mridul Kanti Chaudhuri, therein referred to as the Vendor of the One Part and the Owner Nos.(3) & (4) herein, therein jointly referred to as the Purchasers of the Other Part and registered with the Additional District Sub-Registrar, Bidhannagar, and recorded in Book No.I, Volume No.1504-2024, Pages 47103 to 47125, Being No.150401143 for the year 2024, the Vendor therein at and for the consideration therein mentioned which amount was paid in 70:30 proportions by the said DJKA Developers Private Limited and the said High Value Finance Private Limited alias Highvalue Finance Private Limited, respectively, as mentioned therein as also in the Memo of Consideration part therein, granted transferred conveyed assigned and assured unto and in favour of the Purchasers therein All That the said property in Plot No.136, more fully and particularly described in the Schedule thereunder written as also more fully and particularly described in the Lot-B of the First Schedule hereunder written (hereinafter the said property in Plot No.136 is referred to as the said Lot-B) free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.
- 9. Subsequent thereto the Owner Nos.(3) & (4) herein got their names mutated in the records of South Dum Dum Municipality in respect of the said Lot-B.
- 10. Thus, the Owner Nos.(3) & (4) herein became jointly seised and possessed of All that the said Lot-B in the following proportions:-

Owners	Proportions	Land Area	Covered Structure Area		
DJKA Developers Private Limited	70%	2003.4 Sq.ft., equivalent to <b>2Co-12Ch-23.4Sq.ft.</b>	3290.7 Sq.ft.		
High Value Finance Private Limited alias Highvalue Finance Private Limited		858.6 Sq.ft., equivalent to <b>1Co-3Ch-3.6Sq.ft.</b>	1410.3 Sq.ft.		

free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature.

**B.** Thereafter, by a Deed of Exchange dated the 13th day of August, 2024 made between the Owner Nos.(1) & (2) herein, therein jointly referred to as the First Parties and the Owner Nos.(3) & (4) herein, therein jointly referred to as the Second Parties and registered with the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2024, Pages 644818 to 644841, Being No.190411943 for the year 2024, the parties thereto exchanged



with each other, their respective undivided 1% share in the said Lot-A and the said Lot-B properties and thus each parties thereto became a co-owner in respect of each of the said Lot-A and the said Lot-B properties.

- C. Subsequent thereto the Owners herein caused amalgamation of the said Lot-A and the said Lot-B properties in the records of the South Dum Dum Municipality into a single Plot No.136, Block –"A", Holding No.1718, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089 (hereinafter referred to as **the said amalgamated property**).
- D. Thereafter the Owner herein caused a plan to be sanctioned by South Dum Dum Municipality, being **Building Plan No.1368 dated the 29.10.2024**, for construction of a residential building comprising of basement, ground plus 9 (Nine) upper floors, independent building having self-contained independent flats and/or commercial units and covered/open parking spaces on the said amalgamated property (hereinafter referred to as the **said plan**).
- E. Thus, the Owners abovenamed became jointly seised and possessed of All That the said amalgamated property (being the said Lot-A and the said Lot-B properties) containing a land area of 8 Cottahs 8 Chittacks and 42 Sq.ft., more or less, together with structures stood thereon, situate lying at Mouza-Patipukur, J.L. No.24, Sheet No.2, comprised in part of C.S. Dag Nos.40 to 50, 52, 69, 72, 73, 102, 103, 105, 107 to 112, 125 to 152, 154 to 156 and 433 Police Station-Lake Town (formerly Dum Dum), being amalgamated Plot No.136 (formerly 135 & 136) and amalgamated Holding No. 1718 (formerly 468 & 1718), Lake Town, Block –"A", Ward No.30, within South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089, in their respective proportions as afore-recited, subject to the tenancies above-mentioned.

#### 7. RESULT OF THE SEARCHES:

From the searches made as aforesaid:

- i) It appears that excepting as aforesaid no transaction was found in respect of the said property in any of the aforesaid registration offices during the period for which searches were made.
  - i.a) From the Index-II searches in respect of the said Lot-A made at the concerned Registration Offices it transpires that: -
  - x. at the office of the Additional District Sub-Registrar Bidhannagar the Volume for the year 1994 was not available for search; the Volumes for the years 1995 and 1996 were found to be damaged; the pages of the Volumes for the years 1997 and 1999 were found to be torn; the Volume for the year 2000 was found to be partly torn;



Contin	(Pation	Sheet P	Vo. :	**************
Cumu	.44401	Descrit I	100	

y. at the Office of District Registrar North 24-Parganas at Barasat the pages of the Volumes for the years 1994, 1995, 1998 and 2002 were found to be torn; the concerned letters in respect of the Volume for the year 1996 was not found for causing searches; the Volumes for the years 1999 and 2001 were found to be partly torn;

z. at the office of the Registrar Assurances Kolkata the Volumes for the years 1996 and 1999 were found to be partly torn; the Volumes for the years 1997 and 2002 were found to be torn; the book Volumes for the years 1998 and 2000 were not available for causing searches.

**i.b)** From the Index-II searches in respect of the said Lot-B made at the concerned Registration Offices it also transpires that: -

x. at the office of the Additional District Sub-Registrar Bidhannagar the book Volumes for the year 1994 was not available for causing searches; the Volumes for the years 1995 and 1996 were found to be damaged; the pages of the Volumes for the years 1997 and 1999 were found to be torn; the Volume for the year 2000 was found to be partly torn;

y. at the Office of District Registrar North 24-Parganas at Barasat the Volumes for the years 1994, 1998 and 2002 were found to be page torn; the Volumes for the years 1995, 1999 and 2000 were found to be partly torn; the concerned letters in respect of the Volume for the year 1996 were not available; the Book Volume for the year 2000 was not available for causing searches.

z. at the office of the Registrar Assurances Kolkata the Volumes for the years 1996 and 1999 were found to be partly torn; the pages of Volume for the year 1997 were found to be torn.

ii. From the Index-I searches in the names of – (1) Abhai Narayan Roy alias Abhoy Narayan Roy Alias Abhai Narayan Roy, (2) Jai Shankar Roy alias Jay Shankar Roy, (3) Kailash Prasad Roy, (4) Premlata Rai, (5) Saroj Rai, (6) Savitri Devi, (7) Mridul Kanti Chaudhuri, (8) DJKA Developers Private Limited and (9) High Value Finance Private Limited, in respect of the said Lot-A and Lot-B properties, made at the concerned Registration Offices it transpires that: -

x. at the office of the Additional District Sub-Registrar Bidhannagar the book Volumes for the years- 1994 in respect of the letter "A", 1999 in respect of the letter "M" and 1996 in respect of the letter "P" were not available for causing searches; the Volumes for the years - 1995 and 1996 in respect of the letter "A", 1998 in respect of the letter "M" and "S" and 1997 and 2000 in respect of the letter "P" were found to be partly torn; the pages of the Volumes for the years - 1994, 1996 and 2000 in respect of the letter "M", 1998 in respect of the letter "J", "K" and "P" and 1999 in respect of the letter "S" were found to be torn; the Volume for the year 1999 in respect of the letter "P" were found to be damaged.



Con	tińßal	ion S	Sheet	No.	•	
		HUML	344666	1100	•	****************

- y. at the Office of District Registrar North 24-Parganas at Barasat the Volumes for the year 1994 in respect of the letter "A", 1995 in respect of the letter "M" and 1999, 2001 and 2002 in respect of the letters "J" and "K" were found to be partly torn; the pages of the Volumes for the years -1994, 1999 and 2000 in respect of the letter "M", 1998 and 2000 in respect of the letter "K", 2000 and 2002 in respect of the letter "P", 1996, 2001 and 2002 in respect of letter "S" were found to be torn; the book Volumes for the years 1997 and 1998 in respect of the letters "M" and "J", 1997 for the letters "P" and "S" and 1998 for the letter "S" were not available for causing searches; the Volume for the year 1998 in respect of the letter "P" was found to be damaged.
- z. at the office of the Registrar Assurances Kolkata the Volumes for the years 1995 and 1998 in respect of the letter "M", 1997 in respect of the letter "J", 2001 in respect of the letters "K" and "P" and 1998 and 1999 in respect of the letters "S" were found to be partly torn; the pages of the Volumes for the years –1997 in respect of the letter "M", 1999 in respect of the letter "J", 1996 in respect of the letter "S" were found to be torn; the book Volume for the year 1997 in respect of the letter "S" was not available for causing searches.
- **iii)** It further transpires that no money suit, title suit, money execution case, title execution case has been filed in the aforesaid Learned Courts touching the affairs of the said amalgamated property.
- iv) It reveals from the Mutation Certificate No. A37203 dated the 30<sup>th</sup> January, 2015 that the said Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy have mutated their names in the assessment register of the South Dum Dum Municipality in respect of the said Lot-A, being Plot No.135, Block "A", Holding No.468, Lake Town, Kolkata-700 089.
- v) It also reveals from the Mutation Certificate No. STDD/24-25/MU/001588/194092/1 dated the 20th June, 2024 that the said DJKA Developers Private Limited and High Value Finance Private Limited have mutated their names in the assessment register of the South Dum Dum Municipality in respect of the said Lot-B, being Plot No.136, Block "A", Holding No.1718, Lake Town, Kolkata-700 089.
- vi) It also reveals from the Mutation Certificate No. STDD/24-25/MU/004051/220157 dated the 4th September, 2024 that the aforementioned Owners, namely, the said DJKA Developers Private Limited, High Value Finance Private Limited, Jai Shankar Roy alias Jay Shankar Roy and Kailash Prasad Roy have amalgamated the said Lot-A and the said Lot-B properties, being P-136, Lake Town, Block- "A" and P-136, Lake Town, Block- "A", in the assessment register of the South Dum Dum Municipality in a single Plot No.136, Block -"A", Holding No.1718, Lake Town under Ward No.30 within the ambit of the said South Dum Dum Municipality, District-North 24Parganas, Kolkata-700 089.



#### 8. CERTIFICATION:

On perusal of the aforesaid documents and based on the aforesaid searches we are of the opinion and we certify that the title of the said amalgamated property (the said Lot-A and the said Lot-B properties) in question appears to be marketable and the afore-mentioned Owners have title thereto as aforesaid in their respective proportions as heretofore recited, subject to the tenancies abovementioned.

Dated this 244day of December, 2024.

For VICTOR MOSES & CO. SOLICITORS & ADVOCATES

(D.MITTRA)
PARTNER

T01486.C.8

