

Ref. No.

Date : 13/05/2026

TITLE INVESTIGATION REPORT

Annexure-I: Brief History of Title

As instructed, I have meticulously scrutinized all the title documents supplied to me and conducted a title investigation for 30 (thirty) years in connection with the 20.33 Decimal of land in R.S. Plot No. 181 corresponding to L.R. Plot No. 1965, 1966 & 1967, R.S. Khatian No. 23, L.R. Khatian No. 509, 1324, 2611, 2962, 3070, 3699, 3700, 3701, within Mouza - Serpur Mokimpur, P.S. - English Bazar, Dist. - Malda, under English Bazar Municipality, Ward No. 20, bearing Holding No. 707/440/621 (for brevity, "scheduled property"), and my findings are as under.

It appears that originally one Sushila Sundari Saha owned and possessed 15 Decimal of land in R.S. Plot No. 181 within Mouza - Serpur Mokimpur with absolute legal rights and it was recorded in her name in R.S. Khatian No. 23.

While in possession in 1965, Sushila Sundari Saha gifted 11 Decimal of land from her share in R.S. Plot No. 181 to her three sons namely Haripada Saha, Nityananda Saha and Gourhari Saha jointly in equal share i.e. 3.66 Decimal each approximately by virtue of registered Gift Deed No. I-12030 dated 04/09/1965 of DSR, Malda and put them in possession.

Thereafter during possession in 1989, Haripada Saha sold his share in the above said property measuring 3.66 Decimal to his brother Nityananda Saha by virtue of two registered sale deeds being No. I-271 & I-272 both dated 12/01/1989 of ADSR Sadar, Malda and put him in possession.

In this way Nityananda Saha acquired total 7.2 Decimal of land approximately in R.S. Plot No. 181 within Mouza - Serpur Mokimpur.

Sayan Chakrabarti Page 1 of 6

On the other hand, during possession of his share in the property Gourhari Saha died intestate leaving behind his widow namely Kabita Saha, one son namely Sushanta Saha and two minor daughters namely Shanta Saha and Snigdha Saha as his legal heirs. Accordingly, said legal heirs jointly inherited the property left by Late Gourhari Saha in equal share i.e. 0.9 Decimal each approximately.

Thereafter in 1992, for their ease and convenience of possession Nityananda Saha as FIRST PARTY and Kabita Saha, Sushanta Saha, Shanta Saha and Snigdha Saha (minors represented by their legal guardian and mother Kabita Saha) jointly as SECOND PARTY amicably partitioned their share in the property by metes and bounds by virtue of registered Partition Deed No. I-9710 dated 18/09/1992 of DSR, Malda. Thereby Nityananda Saha solely acquired 7.2 Decimal of land and Kabita Saha, Sushanta Saha, Shanta Saha and Snigdha Saha jointly acquired 3.6 Decimal of land (0.9 Decimal each) in said R.S. Plot No. 181.

Subsequently during L.R. operation the R.S. Plot No. 181 was divided into five L.R. plots being No. 1965, 1966, 1967, 1976 and 1985 whereby 10.5 Decimal of land from R.S. Plot No. 181 came under L.R. Plot No. 1967. Accordingly, 7 Decimal of land classified as "Bagan/Bastu" in L.R. Plot No. 1967 was recorded in the name of Nityananda Saha vide L.R. Khatian No. 1324; 0.88 Decimal of land classified as "Bagan/Bastu" in L.R. Plot No. 1967 was recorded in the name of Kabita Saha vide L.R. Khatian No. 509; 0.88 Decimal of land classified as "Bagan/Bastu" in L.R. Plot No. 1967 was recorded in the name of Sushanta Saha vide L.R. Khatian No. 3070; 0.87 Decimal of land classified as "Bagan/Bastu" in L.R. Plot No. 1967 was recorded in the name of Shanta Saha vide L.R. Khatian No. 2611; and 0.87 Decimal of land classified as "Bagan/Bastu" in L.R. Plot No. 1967 was recorded in the name of Snigdha Saha vide L.R. Khatian No. 2962.

Thereafter during possession of his share in the property Nityananda Saha also died intestate leaving behind his widow namely Anima Saha, two sons namely Joysurya Saha and Jayabrata Saha and one daughter namely Jayati Saha Roy Chaudhury as his legal


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heirs. Accordingly, said legal heirs jointly inherited the property left by Late Nityananda Saha in equal share.

On the other hand, in 1965 one Sukanta Chowdhury purchased 11 Decimal of land in R.S. Plot No. 181 within Mouza - Serpur Mokimpur, by virtue of registered Sale Deed No. I-12029 dated 04/09/1965 of DSR, Malda and acquired possession therein.

After L.R. operation the share of Sukanta Chowdhury in the property came under L.R. Plot No. 1965 & 1966 wherein 2.6 Decimal in L.R. Plot No. 1965 and 7.85 Decimal in L.R. Plot No. 1966, total 10.45 Decimal in said two plots were recorded in the name of Sukanta Chowdhury in L.R. Records vide L.R. Khatian No. 3061 of said mouza and it was classified as "Bagan/Bastu".

Thereafter during possession in 2011, Sukanta Chowdhury sold 3.33 Decimal of land out of 7.85 Decimal in R.S. Plot No. 181 corresponding to L.R. Plot No. 1966 within specific boundary to Ranjit Musaddi, Prasenjit Seth and Sukumar Mahanta jointly in equal share by virtue of registered Sale Deed No. I-2959 dated 19/04/2011 of ADSR Sadar, Malda and put them in possession.

It is instructive to note that Sukanta Chowdhury had admitted in the sale deed that the said 3.33 Decimal of land was under "Anumati" possession of one Manju Sarkar. The "Anumati" possession was subsequently removed on settlement among the concerned parties and currently the land is in possession of the present title holders.

On the same day, Sukanta Chowdhury again sold 2.6 Decimal of land in R.S. Plot No. 181 corresponding to L.R. Plot No. 1965 and 3.6 Decimal of land in R.S. Plot No. 181 corresponding to L.R. Plot No. 1966, total 6.2 Decimal of land in said two plots within specific boundary to Ranjit Musaddi, Prasenjit Seth and Sukumar Mahanta jointly in equal share by virtue of registered Sale Deed No. I-2960 dated 19/04/2011 of ADSR Sadar, Malda and put them in possession.

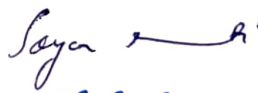
In this way Ranjit Musaddi, Prasenjit Seth and Sukumar Mahanta jointly became absolute owner of total 9.53 Decimal of land in R.S. Plot No. 181 corresponding to L.R.

Plot No. 1965 & 1966 and it was recorded in their names in equal share vide L.R. Khatian No. 3700, 3701 & 3699 respectively.

Thereafter on 13/03/2025 all the above said land owners namely Anima Saha, Joysurya Saha, Jayati Saha Roy Chaudhury, Jayabrata Saha, Kabita Ghosh Saha @ Kabita Saha, Shanta Das Saha @ Shanta Saha, Snigdha Kundu @ Snigdha Saha, Sushanta Saha, Ranjit Musaddi, Prasenjit Seth and Sukumar Mahanta (for brevity "land owners") with desire to develop and construct a multi-storeyed building over their said property with self-containing flats for commercial gain applied for amalgamation of the entire 20.33 Decimal of land in R.S. Plot No. 181 corresponding to L.R. Plot No. 1965, 1966 & 1967 under a single municipal holding before the English Bazar Municipality. Accordingly, English Bazar Municipality amalgamated and recorded the property in Municipal Assessment Register assigning Holding No. 707/440/621, in Ward No. 20, English Bazar Municipality and issued Mutation-cum-Amalgamation Certificate in the name of the land owners vide Certificate No. ELBM/24-25/MU/001270/284181.

Subsequently, said land owners entered into development agreement with P.R. Construction, a partnership firm constituted under the Indian Partnership Act, 1932 and involved in development business, represented by its partners namely Ranjit Musaddi, Prasenjit Seth, Gita Musaddi and Soma Seth by virtue of registered Development Agreement No. I-14987 dated 16/09/2025 of DSR, Malda and handed over the development project to the said firm for construction of a multi-storeyed building (B+G+VI) over the scheduled property with self-containing flats.

Shortly thereafter, the land owners constituted P.R. Construction, represented by its partners namely Ranjit Musaddi, Prasenjit Seth, Gita Musaddi and Soma Seth as their lawful attorney with respect to the scheduled property for the said development project and resale of the self-containing flats from the developer's allocation to the prospective buyers, *inter-alia*, by virtue of registered Development Agreement No. I-18152 dated 24/11/2025 of DSR, Malda.


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On perusal of the title documents mentioned below in Annexure-II, I hereby confirm that the present land owners have absolute and indisputable right, title, interest and possession in the scheduled property. The scheduled property is freely marketable, free from all encumbrances and fit for creation of equitable mortgage.

I also confirm that no minor's interest is involved in the scheduled property or any part thereof.

SCHEDULE OF THE PROPERTY

Dist. - Malda, P.S. - English Bazar, Mouza - SerpurMokimpur, J.L. No. 63, Municipality - English Bazar, Ward No. 20, Holding No. 707/440/621

<u>Khatian No.</u>	<u>Plot No.</u>	<u>Classification</u>	<u>Area</u>
R.S. 23	R.S. 181 or L.R. 1965	Bagan/Bastu	2.6 Decimal
L.R.509, 1324, 2611,	R.S. 181 or L.R. 1966	Bagan/Bastu	6.93Decimal
2962, 3070, 3699,	R.S. 181 or L.R. 1967	Bagan/Bastu	10.8 Decimal
3700, 3701			
Total			20.33 Decimal

Boundary:

North -Ranjan Basak.

South -8 ft. wide municipal lane.

East - 60 ft. wide metal road (NH-34)

West -Mrittunjay Chatterjee & Gita Chatterjee.

Date: 13/05/2026

Place: MALDA



(Sayan Chakrabarti)

Advocate, Malda

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