

TITLE REPORT

Of 12.17 decimal land in R.S./L.R. Dag No. 3187 of Mouza Patkerghata, J.L. No. 36, Police Station New Town (Formerly Rajarhat), District North 24 Parganas

Client: M/s. Naolin Realcon Private Limited

Supriyo Basu & Associates
Advocates
Room No.48
Ground Floor, Temple Chambers
6, Old Post Office Street
Kolkata-700001

Date: 16th December, 2021

CLIENT: NAOOLIN REALCON PRIVATE LIMITED

TITLE REPORT

Re: ALL THAT undivided land classified as *sali* (agricultural) measuring 12.17 (twelve point one seven) decimal, more or less [mutated as 12.1608 (twelve point one six zero eight) decimal, more or less], out of 18 (eighteen) decimal, being a portion of R.S./L.R. *Dag* No. 3187, recorded under L.R. Khatian Nos. 5779, 5801, 5784, 5904, 5899, 5902, 5780, 5901, 5903, 5900 and 5898, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayet (**PGP**), Sub-Registration Office Rajarhat, District North 24 Parganas (**Said Property**).

Under instructions and on behalf of our Client, Naoolin Realcon Private Limited, we have caused due diligence limited to Devolution of Title in respect of the Said Property (defined below).

1. Definitions

In this Report, unless it is contrary or repugnant to the subject or context:

1.1 **Said Property** shall mean **ALL THAT** undivided land classified as *sali* (agricultural) measuring 12.17 (twelve point one seven) decimal, more or less [mutated as 12.1608 (twelve point one six zero eight) decimal, more or less], out of 18 (eighteen) decimal, being a portion of R.S./L.R. *Dag* No. 3187, recorded under L.R. Khatian Nos. 5779, 5801, 5784, 5904, 5899, 5902, 5780, 5901, 5903, 5900 and 5898, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Rajarhat), within Patharghata Gram Panchayet (**PGP**), Sub-Registration Office Rajarhat, District North 24 Parganas.

1.2 **Owners** shall mean (1) Jasimuddin Mondal, (2) Wasim Raja, (3) Alisha Parween, (4) Sandhya Rani Kansabanik, (5) Sukdeb Bhaumik, (6) Jotsnara Khatun, (7) Abdur Rajjak, (8) Soma Sarkar, (9) S. M. Kamaruzzaman, (10) Sahina Sabin and (11) Sanjay Kumar



2. **Production of Documents of Title**

Inspection of documents of title in respect of the Said Property were given, details whereof are mentioned in **Annexure A** hereto.

3. **DEVOLUTION OF TITLE:**

- 3.1 At all material times Sonaulla Molla was the sole, absolute and recorded owner of *sali* (agricultural) land measuring 5 (five) decimal, comprised in R.S/L.R. Dag No. 3187, recorded in L.R. *khatian* No. 2677, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**First Property**).
- 3.2 Sonaulla Molla a Muslim governed by the principles of the Mohmeddan Law, died *intestate* leaving behind surviving his 6 (six) sons, namely, (1) Sirajul Molla (2) Mirajul Islam Molla, (3) Azizul Islam Molla, (4) Molla Iyazul Islam, (5) Molla Mahidul Islam and (6) Asadul Molla and his 5 (five) daughters, namely, (1) Halima Khatun, (2) Molla Sakila *alias* Sakila Bibi, (3) Molla Rehera *alias* Rehana Bibi, (4) Ayesa Bibi and (5) Rina Shah *alias* Rina Bibi (collectively **Legal Heirs Of Sonaulla**) as his only legal heirs and heiresses who jointly and in diverse share inherited all the right, title and interest of Late Sonaulla Molla in the First Property-
- 3.3 At all material times Subid Ali *alias* Subid Ali Molla was the sole, absolute and recorded owner of *sali* (agricultural) land measuring 13 (thirteen) decimal, comprised in R.S/L.R. Dag No. 3187, recorded in L.R. *khatian* No. 2678, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**Second Property**).
- 3.4 Subid Ali *alias* Subid Ali Molla a Muslim governed by the principles of the Mohmeddan Law, died *intestate* leaving behind surviving his 6 (six) sons, namely, (1) Mohammad Faridul Islam (2) Molla Kutubuddin, (3) Molla Nasiruddin, (4) Molla Sahabuddin, (5) Kamaluddin Molla and (6) Tarikul Islam and his 4 (four) daughters, namely, (1) Samina Bibi, (2) Sabina Bibi, (3) Rakhima Bibi and (4) Karima Bibi as his only legal heirs and heiresses (collectively **Legal Heirs Of Subid**) who jointly and in diverse share inherited all the right, title and interest of Late Subid Ali *alias* Subid Ali Molla in the Second Property. The inherited share of each legal heir is tabulated below:

SL. No.	Name of the Legal Heir	Share Inherited (in decimal)
1.	Mohammad Faridul Islam	1.625
2.	Molla Kutubuddin	1.625
3.	Molla Nasiruddin	1.625
4.	Molla Sahabuddin	1.625



5.	Kamaluddin Molla	1.625
6.	Tarikul Islam	1.625
7.	Samina Bibi	0.8125
8.	Sabina Bibi	0.8125
9.	Rakhima Bibi	0.8125
10.	Karima Bibi	0.8125
Total		13

- 3.5 The Legal Heirs of Subid amicably partitioned the Second Property amongst themselves and exclusively held their respective share in the Second Property.
- 3.6 In the abovementioned events and circumstances Mohammad Faridul Islam, Molla Kutubuddin, Molla Nasiruddin, Molla Sahabuddin and Kamaluddin Molla and Tarikul Islam became exclusive joint owners of land measuring 9.75 (nine point seven five) decimal, comprised in R.S/L.R. Dag No. 3187, recorded in L.R. *khatian* No. 2678, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**First Portion Of Second Property**).
- 3.7 In the abovementioned events and circumstances Samina Bibi, Sabina Bibi, Rakhima Bibi and Karima Bibi became exclusive joint owners of land measuring 3.25 (three point two five) decimal, comprised in R.S/L.R. Dag No. 3187, recorded in L.R. *khatian* No. 2678, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**Second Portion Of Second Property**).
- 3.8 By a Deed of Conveyance dated 25th August, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 15, at pages 5357 to 5388, being Deed No. 09530 for the year 2014 (1) Mohammad Faridul Islam, Molla Kutubuddin, Molla Nasiruddin, Molla Sahabuddin and Kamaluddin Molla, Tarikul Islam jointly sold, conveyed and transferred land measuring 5 (five) decimal out of the First Portion Of Second Property and (2) the Legal Heirs Of Sonaula sold, conveyed and transferred the entirety of the First Property to (1) Sahina Sabin, (2) Sandhya Rani kansabanik, (3) Sukhdeb Bhaumik, (4) Sanjay Kumar, (5) S.M. Kamaruzzaman, (6) Jotsnara Khatun, (7) Wasim Raja, (8) Alisha Parween and (9) Soma Sarkar, for the consideration mentioned therein. It is pertinent to mention that Wasim Raja and Alisha Parween have jointly purchased land measuring 1.25 (one point two five) decimal and the other purchasers have purchased land measuring 1.25 (one point two five) decimal each through this Deed.
- 3.9 By a Deed of Conveyance dated 25th August, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in



Book No. I, CD Volume No. 15, at pages 5306 to 5322, being Deed No. 09527 for the year 2014, Mohammad Faridul Islam, Molla Kutubuddin, Molla Nasiruddin, Molla Sahabuddin, Kamaluddin Molla and Tarikul Islam jointly sold, conveyed and transferred the land measuring 2.17 (two point one seven) decimal out of the First Portion Of Second Property to Jasimuddin Mandal and Abdur Rajjak, for the consideration mentioned therein. It is pertinent to mention that Jasimuddin Mandal has purchased land measuring 1.67 (one point six seven) decimal and Abdur Rajjak has purchased land measuring 0.50 (zero point five zero) decimal through this Deed.

- 3.10 In the abovementioned events and circumstances (1) Jasimuddin Mondal, (2) Wasim Raja, (3) Alisha Parween, (4) Sandhya Rani Kansabanik, (5) Sukdeb Bhaumik, (6) Jotsnara Khatun, (7) Abdur Rajjak, (8) Soma Sarkar, (9) S. M. Kamaruzzaman, (10) Sahina Sabin and (11) Sanjay Kumar became the joint owners of undivided land measuring 12.17 (twelve point one seven) decimal out of 18 (eighteen) decimal and got their names duly mutated in the records of the Block Land and Land Reforms Office vide L.R. Khatian Nos. 5779, 5801, 5784, 5904, 5899, 5902, 5780, 5901, 5903, 5900 and 5898 respectively.
- 3.11 In the above mentioned events and circumstances (1) Jasimuddin Mondal, (2) Wasim Raja, (3) Alisha Parween, (4) Sandhya Rani Kansabanik, (5) Sukdeb Bhaumik, (6) Jotsnara Khatun, (7) Abdur Rajjak, (8) Soma Sarkar, (9) S. M. Kamaruzzaman, (10) Sahina Sabin and (11) Sanjay Kumar became the joint owners of the Said Property. The land area of each of the owner in the Said Property is detailed in the chart below:

Sl. No.	Name of the Owner	L.R. Khatian no.	Purchased Area (in Dec.)	Mutated Area (in Dec.)
1.	Jasimuddin Mondal	5779	1.67	1.6704
2.	Wasim Raja	5801	0.625	0.6246
3.	Alisha Parween	5784	0.625	0.6246
4.	Sandhya Rani Kansabanik	5904	1.25	1.2474
5.	Sukdeb Bhaumik	5899	1.25	1.2492
6.	Jotsnara Khatun	5902	1.25	1.2492
7.	Abdur Rajjak	5780	0.50	0.4986
8.	Soma Sarkar	5901	1.25	1.2492
9.	S. M. Kamaruzzaman	5903	1.25	1.2492
10.	Sahina Sabin	5900	1.25	1.2492
11.	Sanjay Kumar	5898	1.25	1.2492



- 3.12 Jasimuddin Mandal being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 25th January, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60122 to 60173, being Deed No. 152301407 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 3.13 Wasim Raja, Alisha Parween, Sandhya Rani Kansabanik and Sukdeb Bhaumik being desirous of developing and commercially exploiting their shares in various properties inter-alia their share in the Said Property entered into a Development Agreement dated 14th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 395215 to 395287, being Deed No. 152310847 for the year 2018 with Naoolin Realcon Private Limited and subsequently executed a Power Of Attorney dated 27th September, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377052 to 377097, being Deed No. 152311517 for the year 2018, as per the terms of the development agreement.
- 3.14 Jotsnara Khatun and Abdur Rajjak being desirous of developing and commercially exploiting their share in various properties inter-alia their share in the Said Property entered into a Development Agreement and Power Of Attorney dated 29th October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 402033 to 402132, being Deed No. 152312177 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 3.15 Soma Sarkar, being desirous of developing and commercially exploiting her share in various properties inter-alia their share in the Said Property entered into a Development Agreement and Power Of Attorney dated 24th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 370982 to 371061, being Deed No. 152311204 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 3.16 S. M. Kamaruzzaman being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 12th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60192 to 60254, being Deed No. 152301395 for the



year 2019 with Naoolin Realcon Private Limited as per the terms and conditions mentioned therein.

- 3.17 Sahina Sabin, being desirous of developing and commercially exploiting her share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 20th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60529 to 60588, being Deed No. 152301393 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 3.18 Sanjay Kumar, being desirous of developing and commercially exploiting his share in various properties inter-alia his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 4th December, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119545 to 119609, being Deed No. 152303054 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 3.19 In the above mentioned events and circumstances said (1) Jasimuddin Mondal, (2) Wasim Raja, (3) Alisha Parween, (4) Sandhya Rani Kansabanik, (5) Sukdeb Bhaumik, (6) Jotsnara Khatun, (7) Abdur Rajjak, (8) Soma Sarkar, (9) S. M. Kamaruzzaman, (10) Sahina Sabin and (11) Sanjay Kumar as joint owners of the Said Property have granted development rights to Naoolin Realcon Private Limited.

4. **Conclusion:**

- 4.1 We have not caused any searching in respect of the Said Property and this Title Report is based upon the photocopies of the documents and representations provided by our Client with regard to the Said Property.
- 4.2 Please take note of our observations and advice in respect of the Said Property. They are:
- Please note that thirteen years title devolution in respect of ownership of the property of Subid Ali *alias* Subid Ali Molla i.e. the Second Property herein is not available with us as desired by most of the Banks and Financial Institutions for granting financial facilities.



- We have not been provided with the Death Certificate, *Warison* Certificate and the *Farayeznama* of Sonaula Molla and his wife and our report is based on the representations made in registered Deeds.
- We have not been provided with the Death Certificate, *Warison* Certificate and the *Farayeznama* of Subid Ali *alias* Subid Ali Molla and his wife and our report is based on the representations made in registered Deeds.
- We have not been provided with the L.R. *parchas* in the names of (1) Jasimuddin Mondal, (2) Wasim Raja, (3) Alisha Parween, (4) Sandhya Rani Kansabanik, (5) Sukdeb Bhaumik, (6) Jotsnara Khatun, (7) Abdur Rajjak, (8) Soma Sarkar, (9) S. M. Kamaruzzaman, (10) Sahina Sabin and (11) Sanjay Kumar who are the present joint owners of the Said Property and our report is based on the on line record as available in the Land and Land Reforms and Refugee Relief and Rehabilitation Department, Government of West Bengal.
- We have not received the up-to-date Panchayet Tax and Revenue Receipt (Khazna Dakhila) in the names of ((1) Jasimuddin Mondal, (2) Wasim Raja, (3) Alisha Parween, (4) Sandhya Rani Kansabanik, (5) Sukdeb Bhaumik, (6) Jotsnara Khatun, (7) Abdur Rajjak, (8) Soma Sarkar, (9) S. M. Kamaruzzaman, (10) Sahina Sabin and (11) Sanjay Kumar. We will advise our client to collect the up-to-date Panchayet Tax Receipt and Revenue Receipt (Khazna Dakhila) in respect of the Said Property and our report is subject to non-perusal of the same.
- We have observed that as per on line record as available in the Land and Land Reforms and Refugee Relief and Rehabilitation Department, Government of West Bengal, classification of the Said Property is Sali (Agricultural) and we have not been provided with the conversion certificate. In this regard it is pertinent to mention that the Said Property falls under the urban agglomeration and after conversion it may attract the provisions of Urban Land (Ceiling & Regulation) Act 1976.



- We have observed that the total area of R.S/L.R. Dag No. 3187 is 18 (eighteen) decimal and Naoolin Realcon Private Limited has development rights in respect of the Said Property i.e. land measuring 12.17 (twelve point one seven) decimal only and the same is not divided and demarcated. Please execute/obtain a registered partition deed *inter se* the co-owners or Partition Order from the competent authority under L.R. Act or appropriate Court of Law.

4.3 Subject To our observations aforesaid, we are of the opinion that the Owners have a marketable title to the Said Property and Naoolin Realcon Private Limited has development rights upon it.

Disclaimer:

- ✦ This Title Report has been issued on perusal of the photocopies of the documents submitted before us by our Client and based upon the representation and explanation given thereof by our Client.
- ✦ This Title Report is only intended for the elaborate understanding of our Client regarding the title of the Said Property and is not meant for any other purpose or purposes whatsoever.
- ✦ This Title Report shall not be used or utilized as indemnification of title of the Said Property and/or for any other purpose other than the objective mentioned hereinabove.
- ✦ We would further mention that we have not caused any searches with regard to the Said Property and this Title Report has been issued on perusal of the photocopies of the documents submitted before us by our Client and based upon the representation and explanation given thereof by our Client

Yours faithfully,
For **Supriyo Basu & Associates**

Susanta
Advocate



Annexure A
(Document Produced)

Sl.	Nature, Date and Particulars of Documents	Status
A1	L.R. <i>Khatian</i> (K.B.) dated 13 th August, 1999 in the name of Sanaulla Molla	Photocopy
A2	L.R. <i>Khatian</i> dated 10 th January, 2013 in the name of Subid Ali <i>alias</i> Subid Ali Molla	Photocopy
A3	Deed of Conveyance dated 25 th August, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 15, at pages 5357 to 5388, being Deed No. 09530 for the year 2014 between Mohammad Faridul Islam & Ors., as vendors and (1) Sahina Sabin, (2) Sandhya Rani kansabanik, (3) Sukhdeb Bhaumik, (4) Sanjay Kumar, (5) S.M. Kamaruzzaman, (6) Jotsnara Khatun, (7) Wasim Raja, (8) Alisha Parween and (9) Soma Sarkar, as purchasers	Photocopy
A4	Deed of Conveyance dated 25 th August, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 15, at pages 5306 to 5322, being Deed No. 09527 for the year 2014 between Mohammad Faridul Islam, Molla Kutubuddin, Molla Nasiruddin, Molla Sahabuddin, Kamaluddin Molla and Tarikul Islam, as vendors and Jasimuddin Mandal and Abdur Rajjak, as purchasers	Photocopy
A5	Development Agreement and Power Of Attorney dated 25 th January, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60122 to 60173, being Deed No. 152301407 for the year 2019 between Jasimuddin Mandal, as owner and Naoolin Realcon Private Limited, as developer	Photocopy
A6	Development Agreement dated 14 th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 395215 to 395287, being Deed No. 152310847 for the year 2018 between Wasim Raja, Alisha Parween, Sandhya Rani Kansabanik and Sukdeb Bhaumik, as owners and Naoolin Realcon Private Limited, as developer	Photocopy
A7	Power Of Attorney dated 27 th September, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377052 to 377097, being Deed No. 152311517 for the year 2018 between Wasim Raja, Alisha Parween, Sandhya Rani	Photocopy



	Kansabanik and Sukdeb Bhaumik, as Grantors and Naoolin Realcon Private Limited, as Attorney	
A8	Development Agreement and Power Of Attorney dated 29 th October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 402033 to 402132, being Deed No. 152312177 for the year 2018 between Jotsnara Khatun and Abdur Rajjak, as owners and Naoolin Realcon Private Limited, as developer	Photocopy
A9	Development Agreement and Power Of Attorney dated 24 th September, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 370982 to 371061, being Deed No. 152311204 for the year 2018 between Soma Sarkar, as owner and Naoolin Realcon Private Limited, as developer	Photocopy
A10	Development Agreement and Power Of Attorney dated 12 th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60192 to 60254, being Deed No. 152301395 for the year 2019 between S. M. Kamaruzzaman, as owner and Naoolin Realcon Private Limited as developer	Photocopy
A11	Development Agreement and Power Of Attorney dated 20 th November, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 60529 to 60588, being Deed No. 152301393 for the year 2019 between Sahina Sabin, as owner and Naoolin Realcon Private Limited, as developer	Photocopy
A12	Development Agreement and Power Of Attorney dated 4 th December, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119545 to 119609, being Deed No. 152303054 for the year 2019 between Sanjay Kumar, as owner and Naoolin Realcon Private Limited, as developer	Photocopy
A13	Online records obtained from the Land and Land Reforms and Refugee Relief and Rehabilitation Department, Government of West Bengal in respect of L.R. Dag No 3187.	Photocopy

