

TITLE REPORT

*Of 11 decimal land in R.S./L.R. Dag No. 3192 of Monza Patharghata, 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 land classified as *sali* (agricultural) measuring 11 (eleven) decimal, more or less [mutated as 11 (eleven) decimal, more or less], being the entirety of R.S./L.R. *Dag* No. 3192, recorded under L.R. Khatian Nos. 6524, 6526, 5801, 5784, 5805, 5803, 5802, 5804 and 5780, *Mouza* Patharghata, J.L. No. 36, Police Station New Town (formerly Râjarhat), 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** land classified as *sali* (agricultural) measuring 11 (eleven) decimal, more or less [mutated as 11 (eleven) decimal, more or less], being the entirety of R.S./L.R. *Dag* No. 3192, recorded under L.R. Khatian Nos. 6524, 6526, 5801, 5784, 5805, 5803, 5802, 5804 and 5780, *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) Biswajit Saha, (2) Bipasa Saha, (3) Wasim Raja, (4) Alisha Parween, (5) Muslima Bibi Molla, (6) Nowaz Imtiaz Haider, (7) Abdul Azim Mondal, (8) Imrul Zaman and (9) Abdur Rajjak

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 one Moni Mohan Biswas was the sole, absolute and recorded owner of *sali* (agricultural) land measuring 11 (eleven) decimal, comprised in C.S. Dag No. 2881 corresponding R.S. Dag No. 3192, recorded in C.S. *Khatian* No. 1918, Mouza Patharghata, J.L. No. 36, District 24 Parganas (**Said Property**)
- 3.2 By virtue of an oral gift Moni Mohan Biswas had gifted and bequeathed the entirety of the Said Property to Durga Charan Chattapadhyay who was his family priest, who subsequently recorded his name in the Government records.
- 3.3 Durga Charan Chattapadhyay orally relinquished his right, ~~title~~ and interest in the Said Property in favour of Moni Mohan Biswas.
- 3.4 By a Deed of Sale in Bengali Language (*Kobala*) dated 1st December, 1989, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, being Deed No. 642 for the year 1989, Moni Mohan Biswas sold, conveyed and transferred the entirety of the Said Property to Abdul Jabbar Molla, for the consideration mentioned therein.
- 3.5 Abdul Jabbar Molla got his name duly recorded in the L.R. records vide L.R. *Khatian* No. 2760 in respect of the Said Property.
- 3.6 By a Deed of Conveyance dated 21st April, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 7, at pages 6375 to 6393, being Deed No. 04431 for the year 2014, Abdul Jabbar Molla sold, conveyed and transferred the entirety of the Said Property to (1) Muslima Bibi Molla, (2) Imrul Zaman, (3) Nowaz Imtiaz Haider, (4) Abdul Azim Mandal, (5) Wasim Raja being represented by his constituted attorney Mst. Nasiha Begum, (6) Alisha Parween being represented by her constituted attorney Mst. Nasiha Begum, (7) Sk. Jasimuddin Mandal and (8) Abdur Rajjak, for the consideration mention therein. It is pertinent to mention that Muslima Bibi Molla has purchased undivided 2/7th share i.e. land measuring 3.14 (three point one four) decimal and Imrul Zaman, Nowaz Imtiaz Haider, Abdul Azim Mandal has purchased undivided 1/7th share each i.e. land measuring 1.57 (one point five seven) decimal each and Wasim Raja, Alisha Parween, Sk. Jasimuddin Mandal and Abdur Rajjak has purchased undivided 1/14th share each i.e. land measuring 0.7857 (zero point seven eight five seven) decimal each through this Deed.



- 3.7 By a Deed of Conveyance dated 15th June, 2017, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, at pages 149276 to 149298, being Deed No. 152305225 for the year 2017, Jasimuddin Mondal and Muslima Bibi Molla jointly sold, conveyed and transferred land measuring 2.50 (two point five zero) decimal to Biswajit Saha and Bipasha Saha, for the consideration mentioned therein. It is pertinent to mention that (1) Jasimuddin Mandal has sold his entire share in the Said Property and Muslima Bibi has sold land measuring 1.7146 (one point seven one four six) decimal out of her purchased share of 3.1428 decimal through this Deed.
- 3.8 In the abovementioned events and circumstances (1) Biswajit Saha, (2) Bipasa Saha, (3) Wasim Raja, (4) Alisha Parween, (5) Muslima Bibi Molla, (6) Nowaz Imtiaz Haider, (7) Abdul Azim Mondal, (8) Imrul Zaman and (9) Abdur Rajjak became the joint owners of the Said Property and got their names mutated in the Block Land and Land Reforms Office vide L.R. Khatian Nos. 6524, 6526, 5801, 5784, 5805, 5803, 5802, 5804 and 5780 respectively.
- 3.9 In the abovementioned events and circumstances (1) Biswajit Saha, (2) Bipasa Saha, (3) Wasim Raja, (4) Alisha Parween, (5) Muslima Bibi Molla, (6) Nowaz Imtiaz Haider, (7) Abdul Azim Mondal, (8) Imrul Zaman and (9) Abdur Rajjak became the joint owners of the Said Property. The share of each of the owner in the Said Property is tabulated below:

SL. No.	Name of the Legal Heir	Share Inherited (in decimal)
1.	Biswajit Saha	1.25
2.	Bipasa Saha	1.25
3.	Wasim Raja	0.7857
4.	Alisha Parween	0.7857
5.	Muslima Bibi Molla	1.4282
6.	Nowaz Imtiaz Haider	1.57
7.	Abdul Azim Mondal	1.57
8.	Imrul Zaman	1.57
9.	Abdur Rajjak	0.7857

- 3.10 Biswajit Saha and Bipasa Saha 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 3rd October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377373 to 377436, being Deed No. 1523011507 for the year 2018 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.



- 3.11 Wasim Raja, Alisha Parween and Muslima Bibi Molla 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.
- 3.12 Nowaz Imtiaz Haider, 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 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.
- 3.13 Abdul Azim Mondal, being desirous of developing and commercially exploiting his share in the Said Property entered into a Development Agreement and Power Of Attorney dated 5th February, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119720 to 119769, being Deed No. 152303053 for the year 2019 with Naoolin Realcon Private Limited, as per the terms and conditions mentioned therein.
- 3.14 Imrul Zaman, 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 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
- 3.15 Abdur Rajjak, 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 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.

3.16 In the above mentioned events and circumstances the said (1) Biswajit Saha, (2) Bipasa Saha, (3) Wasim Raja, (4) Alisha Parween, (5) Muslima Bibi Molla, (6) Nowaz Imtiaz Haider, (7) Abdul Azim Mondal, (8) Imrul Zaman and (9) Abdur Rajjak 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:

- We have not been provided with any parcha in the name of Moni Mohan Biswas and our report is subject to non-perusal of the same.
- We have not been provided with any parcha in the name of Durga Charan Chattapadhay and our report is subject to non-perusal of the same.
- We have observed that one Moni Mohon Biswas through an oral gift, gifted the Said Property unto and in favour of one Durgacharan Chottopadhyay for his engagement of devotional activity in the house of said Moni Mohon Biswas and the said Durgacharan Chottopadhyay recorded the Said Property in his name before the concerned Block Land and Land Reform Officer, Rajarhat. However, the said Gift Deed was not registered as required by the provisions of the Transfer of Property Act, 1882 and thus the subsequent mutation in the name of Durgacharan Chottopadhyay in the land records was erroneous but since Moni Mohon Biswas had sold, conveyed and transferred the Said Property in favour of Abdul Jabbar Molla in the year 1989 and Abdul Jabbar Molla enjoyed



peaceful possession of the same and mutated his name in the L.R. records, no further compliance is required in this regard.

- We have not been provided with the L.R. *parchas* in the names of (1) Biswajit Saha, (2) Bipasa Saha, (3) Wasim Raja, (4) Alisha Parween, (5) Muslima Bibi Molla, (6) Nowaz Imtiaz Haider, (7) Abdul Azim Mondal, (8) Imrul Zaman and (9) Abdur Rajjak 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 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 not received the up-to-date Panchayet Tax and Revenue Receipt (Khazna Dakhila) in the names of (1) Biswajit Saha, (2) Bipasa Saha, (3) Wasim Raja, (4) Alisha Parween, (5) Muslima Bibi Molla, (6) Nowaz Imtiaz Haider, (7) Abdul Azim Mondal, (8) Imrul Zaman and (9) Abdur Rajjak and our report is subject to non-perusal of the same.

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 utilised 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**

Swanta Chami
16/12/2021
Advocate



Annexure A
(Document Produced)

Sl.	Nature, Date and Particulars of Documents	Status
A1	Deed of Sale in Bengali Language (<i>Kobala</i>) dated 1 st December, 1989, registered in the Office of the Additional District Sub-Registrar, Bidhannagar, recorded in Book No. I, being Deed No. 642 for the year 1989 between Moni Mohan Biswas, as vendor and Abdul Jabbar Molla, as purchaser	Photocopy
A2	L.R. Khatian dated 12 th January, 2014 in the name of Abdul Jabbar Molla	Photocopy
A3	Deed of Conveyance dated 21 st April, 2014, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, CD Volume No. 7, at pages 6375 to 6393, being Deed No. 04431 for the year 2014 between Abdul Jabbar Molla, as vendor and (1) Muslima Bibi Molla, (2) Imrul Zaman, (3) Nowaz Imtiaz Haider, (4) Abdul Azim Mandal, (5) Wasim Raja being represented by his constituted attorney Mst. Nasiha Begum, (6) Alisha Parween being represented by her constituted attorney Mst. Nasiha Begum, (7) Sk. Jasimuddin Mandal and (8) Abdur Rajjak, as purchasers	Photocopy
A4	Deed of Conveyance dated 15 th June, 2017, registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2017, at pages 149276 to 149298, being Deed No. 152305225 for the year 2017 between Jasimuddin Mondal and Muslima Bibi Molla, as vendors and Biswajit Saha and Bipasha Saha, as purchasers	Photocopy
A5	Development Agreement and Power Of Attorney dated 3 rd October, 2018 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2018, at Pages 377373 to 377436, being Deed No. 1523011507 for the year 2018 between Biswajit Saha and Bipasa Saha, as developers 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 and Muslima Bibi Molla, as owners and Naoolin Realcon Private Limited, as	Photocopy



	developer	
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 and Muslima Bibi Molla, as grantors and Naoolin Realcon Private Limited, as developer	Photocopy
A8	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 Nowaz Imtiaz Haider, as owner and Naoolin Realcon Private Limited, as developer	Photocopy
A9	Development Agreement and Power Of Attorney dated 5 th February, 2019 registered in the Office of the Additional District Sub-Registrar, Rajarhat, recorded in Book No. I, Volume No. 1523-2019, at Pages 119720 to 119769, being Deed No. 152303053 for the year 2019 between Abdul Azim Mondal, as owner and Naoolin Realcon Private Limited, as developer	Photocopy
A10	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 Imrul Zaman, as owner and Naoolin Realcon Private Limited, as developer	Photocopy
A11	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 Abdur Rajjak, as owner and Naoolin Realcon Private Limited, as developer	Photocopy
A12	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 3192.	Photocopy

