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**Dated: 17.07.2025**

To,

**MR. DINESH SANGHVI/ MR. HARSH KARNANI**

NOBLE GROUP

KOLKATA

**NON - ENCUMBRANCE CERTIFICATE AND DETAILED REPORT ON TITLE**

**SUB PROPERTY:** ALL THAT piece and parcel of land admeasuring an area of 5 Cottahs be the same a little more or less, **TOGETHER WITH** a structure standing thereon, lying and situated at Premises No.15/3, Hindusthan Road, P.S. Garihat, Kolkata-700026, within the local limits of Kolkata Municipal Corporation, under Ward No. 85, in the district of South 24-Parganas.

**PRESENT OWNER:**

1. **DR. SHYAMAL CHATTERJEE**, son of Late Bimal Kumar Chatterjee, residing at 15/3, Hindhustan Road, Kolkata-700029, P.S. Gariahat

**SCANNED/PHOTOCOPIES COPIES OF DEEDS AND RELEVANT DOCUMENTS PERUSED AND EXAMINED:**

1. Deed of Partition dated 15<sup>th</sup> October, 1936 registered with the Sub- Registrar, Sealdah in Book 1, Volume No. 40, Pages 216 to 220, **Being No. 2488 for the year 1936.**
2. Deed of Transfer dated 26<sup>th</sup> March 1950 and registered with the Sub-Registrar, Sealdah in Book 1, Volume No. 20, Pages 196 to 200, **Being No. 1027 for the year 1950.**
3. Indenture of Conveyance dated 29<sup>th</sup> September, 1950 registered with the Sub Registrar, Sealdah in Book I, Volume No. 41, Pages 17 to 24, **Being No. 1708 for the year 1950.**
4. Death Certificate of **Amal Chatterjee** dated 10th April, 2012.
5. Death Certificate of **Chiranjib Chatterjee** dated 21<sup>st</sup> December, 2018 issued by Kolkata Municipal Corporation.
6. Death Certificate of **Manjulika Chatterjee** dated 5<sup>th</sup> December, 2019.
7. Last Will and Testament dated 2<sup>nd</sup> June, 2019 of the said deceased Manjulika Chatterjee





8. Probate of the Last Will and Testament of the said deceased Manjulika Chatterjee before the High Court at Calcutta in its Testamentary and Intestate Jurisdiction in **PLA 81 of 2022**, which was duly granted on 16<sup>th</sup> March, 2023.
9. Death Certificate of **Kamala Chatterjee**, dated 1<sup>st</sup> October, 2020.
10. Assessment Roll Copy (online) issued by the Kolkata Municipal Corporation vide Assessee Number: 110850900152
11. Kolkata Municipal Corporation receipt of payment of taxes dated 29.04.2022 connected with Assessee Number: 110850900152.
12. Deed of Gift dated 12<sup>th</sup> August, 2024, recorded in Book No. I, Volume No. 1904-2024, Page from 640139 to 640167, being **No. 11836 for the year 2024**, and duly registered at the Office of ARA IV Kolkata.
13. Deed of Gift dated 11<sup>th</sup> December, 2024, recorded in Book No. I, Volume No. 1603-2024, Page from 546140 to 546159, being **No. 20959 for the year 2024**, and duly registered at the Office of DSR III South 24 Parganas.
14. Deed of Gift dated 11<sup>th</sup> December, 2024, recorded in Book No. I, Volume No. 1603-2024, Page from 546160 to 547178, being **No. 20960 for the year 2024**, and duly registered at the Office of DSR III South 24 Parganas.
15. Deed of Gift dated 11<sup>th</sup> December, 2024, recorded in Book No. I, Volume No. 1603-2024, Page from 546179 to 546199, being **No. 20967 for the year 2024**, and duly registered at the Office of DSR III South 24 Parganas.
16. Affidavit of Legal Heirship sworn by Kalpana Ganguly and Aloka Chatterjee dated 23<sup>rd</sup> December, 2024, before the Ld. 1<sup>st</sup> Class Judicial Magistrate, Alipore.
17. Affidavit of Legal Heirship sworn by Dr. Shyamal Chatterjee dated 30<sup>th</sup> December, 2024, before the Ld. 1<sup>st</sup> Class Judicial Magistrate, Alipore.
18. Affidavit of Legal Heirship sworn by Indranil Banerjee dated 09<sup>th</sup> January, 2025 before the Lopez & Moreno Associates, Notary Public,
19. Deed of Declaration dated 08<sup>th</sup> May 2025, recorded in Book No. I, Volume No.1603-2025, Pages from 208532 to 208550, being Deed **No. 08460 for the year 2025** and duly registered at the office of D.S.R.-III South 24-parganas.
20. Deed of Declaration dated 08<sup>th</sup> May 2025, recorded in Book No. I, Volume No.1603-2025, Pages from 208483 to 208501, being Deed **No. 08461 for the year 2025** and duly registered at the office of D.S.R.-III South 24-parganas.
21. Deed of Declaration dated 08<sup>th</sup> May 2025, recorded in Book No. I, Volume No.1603-2025, Pages from 208393 to 208411, being Deed **No. 08462 for the year 2025** and duly registered at the office of D.S.R.-III South 24-parganas.
22. Deed of Declaration dated 08<sup>th</sup> May 2025, recorded in Book No. I, Volume No.1603-2025, Pages from 208412 to 208430, being Deed **No. 08463 for the year 2025** and duly registered at the office of D.S.R.-III South 24-parganas.





DEVOLUTION OF TITLE:

WHEREAS:

- A. On 24<sup>th</sup> January, 1920, Ahindranath Chatterjee, Manindranath Chatterjee, Jatindranath Chatterjee and Bijendra Nath Chatterjee purchased premises No. 15 Hindusthan Road, Kolkata from Hindustan Co-Operative Insurance Society.
- B. On 12<sup>th</sup> August, 1934, said Ahindranath Chatterjee, Manindranath Chatterjee, Jatindranath Chatterjee and Bijendra Nath Chatterjee by two Kobalas sold a portion of the aforesaid premises No. 15 Hindusthan Road measuring 10 Cottahs 01 Chittack 31 Square feet more or less to two different purchasers.
- C. On 14<sup>th</sup> August 1934, said Bijendra Nath Chatterjee was allotted rear portion of the aforesaid premises No. 15 Hindusthan Road by way of Bantanama, which portion. has now been numbered as premises No. 15/2 Hindusthan Road, Kolkata and upon such partition said Ahindranath Chatterjee, Manindranath Chatterjee and Jatindranath Chatterjee continued to be the owners of the remaining portion of the aforesaid premises No. 15 Hindusthan Road, Kolkata measuring about 7.5 Cottahs more or less.
- D. By a **Deed of Partition** dated 15<sup>th</sup> October, 1936 made between said Ahindra Nath Chatterjee and Manindra Nath Chatterjee as parties of the First Part and Jatindranath Chatterjee as party of the Second Part and registered with the Sub- Registrar, Sealdah in Book 1, Volume No. 40, Page 216 to 220, **Being No. 2488 for the year 1936**, said Ahindra Nath Chatterjee, Manindra Nath Chatterjee and Jatindranath Chatterjee divided remaining portion of Premises No.15 Hindusthan Road by metes and bounds, whereby said **Ahindra Nath Chatterjee and Manindra Nath Chatterjee** were allotted in **equal shares THE SUBJECT PROPERTY BEING** All That partly two storeyed and partly one storeyed building, messuage, tenement, dwelling house, land, hereditaments and premises together with the piece and parcel of revenue free land thereunto belonging whereon and on part whereof the same are erected and built containing an area of 5 Cottahs more or less situate lying at and being front portion of premises No. 15, Hindusthan Road (now assessed and numbered by the Kolkata Municipal Corporation as premises 15/3, Hindusthan Road), Police Station Ballygunge, District 24 Parganas together with perpetual and heritable right to use the 12 (twelve) feet wide common passage lying on the eastern side of the said Premises and leading to Hindusthan Road (hereinafter referred to as 'the **Common Passage**') in severalty and to the exclusion of the said Jatindranath Chatterjee, absolutely and forever.
- E. By an **Indenture of Conveyance** dated 29<sup>th</sup> September, 1950 made between the said Manindra Nath Chatterjee as vendor therein and Smt. Chandan Kumari Devi wife of Ahindra Nath





Chatterjee as purchaser therein and registered with the Sub Registrar, Sealdah in Book I, Volume No. 41, Page 17 to 24, **Being No. 1708 for the year 1950**, said Manindra Nath Chatterjee for the consideration therein mentioned granted, conveyed, transferred, assigned and confirmed unto and in favour of the Said Chandan Kumari Devi All That undivided one-half part or share of and in the Subject Property together with perpetual and heritable right to use the Common Passage, absolutely and forever.

- F. The said **Ahindra Nath Chatterjee**, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 04th August, 1955 leaving him surviving his three sons **Bimal Chatterjee, Amal Chatterjee and Asit Chatterjee**, who upon his death inherited and became entitled to his undivided one- half part or share of and in the Subject Property, absolutely **in equal undivided one- sixth shares therein**. Said Ahindra Nath Chatterjee also left behind a wife **Chandan Kumari Devi** and a daughter **Asha Chatterjee** who after the marriage was known as Asha Banerjee, but they did not inherit any share in his undivided one-half part or share of and in the Subject Property because prior to coming into force of the Hindu Succession Act, 1956, the widows and daughters did not have any right title and interest over the husband's/father's property. Hence the said Bimal Chatterjee, Amal Chatterjee and Asit Chatterjee became entitled to **1/6<sup>th</sup> undivided shares**.
- G. Said **Bimal Kumar Chatterjee**, a Hindu governed by the Dayabaga School of Hindu Law died intestate in and around the year 1983 leaving him surviving his mother, Chandan Kumari Devi, wife Kamala Chatterjee and two sons Dr. Shyamal Chatterjee and Nirmal Chatterjee as his only legal heiresses and heirs who all upon his death inherited and became entitled to **his undivided one-sixth** part or share of and in the Subject Property absolutely in following undivided shares:

SL. No.	Names	Undivided Part or Share in the said Bimal's Property	Undivided Part or Share in the Subject Property after receiving Bimal's share in the subject property
1.	Chandan Kumari Devi	1/24th	13/24th
2.	Kamala Chatterjee	1/24th	1/24th
3.	Dr. Shyamal Chatterjee	1/24th	1/24th
4.	Nirmal Chatterjee	1/24th	1/24th

- H. Said **Chandan Kumari Devi** a Hindu governed by the Dayabaga School of Hindu Law died intestate in or around the year 1991-1992 leaving her surviving married daughter Asha Banerjee, two sons Amal Chatterjee and Asit Chatterjee and two grandsons Dr. Shyamal Chatterjee and





Nirmal Chatterjee along with daughter in law Kamala Chatterjee, being the sons and widow of her predeceased son Bimal Kumar Chatterjee as her only legal heiress and heirs who all upon her death inherited and became entitled to **her undivided 13/24<sup>th</sup> part or share** of and in the Subject Property absolutely in following undivided shares:

SL. No.	Names	Undivided Part or Share in the said Chandan Devi's Property	Undivided Part or Share in the Subject Property after receiving Chandan Devi's share in the subject property
1.	Asha Banerjee	13/96th	13/96th
2.	Amal Chatterjee	13/96th	29/96th
3.	Asit Chatterjee	13/96th	29/96th
4.	Dr. Shyamal Chatterjee	13/288th	25/288th
5.	Nirmal Chatterjee	13/288th	25/288th
6.	Kamala Chatterjee	13/288th	25/288th

- I. Said **Asha Banerjee** a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 23<sup>rd</sup> April, 2008 leaving her surviving two married daughters Kalpana Ganguly and Aloka Chatterjee and son Anjan Banerjee as her only legal heiresses and heir who all upon her death inherited and became entitled to her undivided **13/96<sup>th</sup> part or share** of and in the Subject Property absolutely in following undivided shares. The husband of the said Asha Banerjee had predeceased her.

SL. No.	Names	Undivided Part or Share in the said Asha's Property	Undivided Part or Share in the Subject Property after receiving Asha's share in the subject property
1.	Aloka Chatterjee	13/288 <sup>th</sup>	13/288 <sup>th</sup>
2.	Kalpana Ganguly	13/288 <sup>th</sup>	13/288 <sup>th</sup>
3.	Anjan Banerjee	13/288 <sup>th</sup>	13/288 <sup>th</sup>

- J. Said **Amal Chatterjee** a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 10th April, 2012 leaving him surviving his wife Manjulika Chatterjee and son Chiranjib Chatterjee as his only legal heiress and heir who both upon his death inherited and became entitled to his undivided **29/96<sup>th</sup> part or share** of and in the Subject Property absolutely in following undivided shares:





SL. No.	Names	Undivided Part or Share in the said Amal's Property	Undivided Part or Share in the Subject Property after receiving Amal's share in the subject property
1.	Manjulika Chatterjee	29/192th	29/192th
2.	Chiranjib Chatterjee	29/192th	29/192th

K. Said **Asit Chatterjee** a Hindu governed by the Dayabhaga School of Hindu Law died intestate as a Bachelor around 2016 leaving his deceased brother Amal Chatterjee's legal heirs i.e. Manjulika Chatterjee and Chiranjib Chatterjee, his deceased brother Bimal Chatterjee's legal heirs being Shyamal Chatterjee and Nirmal Chatterjee and his widow Kamala Chatterjee and his deceased sister Asha Banerjee's legal heirs being Kalpana Ganguly and Aloka Chatterjee and Anjan Banerjee as his only legal heirs (Class-II) and all inheriting his undivided 29/96<sup>th</sup> part or share of and in the Subject Property absolutely in following undivided shares:

SL. No.	Names	Undivided Part or Share in the said Asit's Property	Undivided Part or Share in the Subject Property after receiving Asit's share in the subject property
1.	Nirmal Chaterjee	29/864th	13/108th
2.	Shyamal Chaterjee	29/864th	13/108th
3.	Chiranjib Chatterjee	29/576th	29/144th
4.	Anjan Banerjee	29/864th	17/216th
5.	Aloka Chatterjee	29/864th	17/216th
6.	Kalpana Ganguly	29/864th	17/216th
7.	Manjulika Chatterjee	29/576th	29/144th
8.	Kamala Chatterjee	29/864th	13/108th

L. Said **Chiranjib Chatterjee** a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 21<sup>st</sup> December, 2018 leaving him surviving his mother **Manjulika Chatterjee** as his only legal heiress who upon his death inherited and became entitled to his undivided 29/144<sup>th</sup> part or share of and in the Subject Property absolutely. Hence **Manjulika Chatterjee** became entitled to 29/72<sup>th</sup> undivided share in the subject property.

M. Said **Manjulika Chatterjee** a Hindu governed by the Dayabhaga School of Hindu Law died testate on 5<sup>th</sup> December, 2019 leaving behind her **Last Will and Testament dated 2<sup>nd</sup> June, 2019** where by and where under the said deceased appointed the said Dr. Shyamal Chatterjee as the sole





executor of her Last Will and Testament and bequeathed her undivided shares (29/72th) in the subject property unto and in favour of the said **Dr. Shyamal Chatterjee**, absolutely and forever. Subsequently the Executor filed for Probate of the said Law Will and Testament of the said deceased Manjulika Chatterjee before the High Court at Calcutta in its Testamentary and Intestate Jurisdiction in PLA 81 of 2022, which was duly granted on 16<sup>th</sup> March, 2023. Pursuant thereto after grant of probate, the said **Dr. Shyamal Chatterjee** became the sole and absolute owner of additional 29/72th undivided shares in the subject property.

- N. The said **Kamala Chatterjee**, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 1<sup>st</sup> October, 2020 leaving her surviving two sons namely Dr. Shyamal Chatterjee and Nirmal Chatterjee as her legal heirs, who upon her death inherited her undivided 13/108<sup>th</sup> share of and in the Subject Property in equal shares i.e. 13/216<sup>th</sup> share each.

SL. No.	Names	Undivided Part or Share in the said Asit's Property	Undivided Part or Share in the Subject Property after receiving Asit's share in the subject property
1.	Nirmal Chaterjee	13/216th	13/72th
2.	Shyamal Chaterjee	13/216th	7/12th

- O. The names of the said **Dr. Shyamal Chatterjee, Kamala Chatterjee, Amal Chatterjee and Asit Chatterjee** appears to be recorded in the Assessment records of the Kolkata Municipal Corporation as owners of the Subject Property vide Assessee No. 110850900152.

- P. The said Anjan Banerjee died intestate on the 1<sup>st</sup> day of October 2020 leaving behind him surviving his son namely **Indranil Banerjee**, as his only surviving heir and legal representative, who upon his death inherited All that his undivided 17/216<sup>th</sup> share in the Said Property in the following manner:

SL. No.	Name	Undivided Part or Share in the said Anjan's Property	Undivided Part or Share in the Subject Property after receiving Anjan's share in the subject property
1.	Indranil Banerjee	17/216 <sup>th</sup>	17/216 <sup>th</sup>

- Q. By virtue a Deed of Gift dated 12<sup>th</sup> August, 2024, recorded in Book No. I, Volume No. 1904-2024, Page from 640139 to 640167, being No. 11836 for the year 2024, and duly registered at the Office of ARA IV Kolkata, said **Nirmal Chatterjee** out of his natural love and affection gifted and transferred **ALL THAT undivided 359/1440<sup>th</sup> shares** (*Instead of his actual share i.e. 13/72th*





- shares*) in the subject property unto and in favour of Dr. Shyamal Chatterjee for the terms and conditions mentioned therein.
- R. By virtue another Deed of Gift dated 11<sup>th</sup> December, 2024, recorded in Book No. I, Volume No. 1603-2024, Page from 546140 to 546159, being No. 20959 for the year 2024, and duly registered at the Office of DSR III South 24 Parganas, said **Kalpana Ganguly** out of her natural love and affection gifted and transferred **ALL THAT undivided 25/288<sup>th</sup> shares** (*Instead of her actual inherited share i.e. 17/216<sup>th</sup>*) in the subject property unto and in favour of **Dr. Shyamal Chatterjee** for the terms and conditions mentioned therein.
- S. By virtue a Deed of Gift dated 11<sup>th</sup> December, 2024, recorded in Book No. I, Volume No. 1603-2024, Page from 546160 to 547178, being No. 20960 for the year 2024, and duly registered at the Office of DSR III South 24 Parganas, said **Aloka Chatterjee** out of her natural love and affection gifted and transferred **ALL THAT undivided 25/288<sup>th</sup> shares** (*Instead of her actual inherited share i.e. 17/216<sup>th</sup>*) in the subject property unto and in favour of **Dr. Shyamal Chatterjee** for the terms and conditions mentioned therein.
- T. By virtue another Deed of Gift dated 11<sup>th</sup> December, 2024, recorded in Book No. I, Volume No. 1603-2024, Page from 546179 to 546199, being No. 20967 for the year 2024, and duly registered at the Office of DSR III South 24 Parganas, said **Indranil Banerjee** out of his natural love and affection gifted and transferred **ALL THAT undivided 25/288<sup>th</sup> shares** (*Instead of his actual inherited share i.e. 17/216<sup>th</sup>*) in the subject property unto and in favour of **Dr. Shyamal Chatterjee** for the terms and conditions mentioned therein.
- U. Upon examining the aforesaid four Deeds of Gift, it was revealed that the shares had been inadvertently gifted and the devolution of the title was incorrectly recited. Subsequently, Dr. Shyamal Chatterjee rectified the said error through four separate Deeds of Declaration, each dated 08<sup>th</sup> May 2025, being Deed Nos. 08462, 08463, 08461, and 08460 of the year 2025 and all are duly registered at the office of D.S.R.III South 24-Parganas, wherein the mistakenly gifted shares and the devolution of the title were duly corrected.
- V. Pursuant to aforesaid, said **Dr. Shyamal Chatterjee**, became the owner of the Subject Property together with the perpetual and heritable right to use the Common Passage.

#### SEARCH CONDUCTED

1. Registration office searching at the office of Additional Registrar of Assurance, Kolkata, Sub- Registrar, Alipore and District Sub-Registrar, Alipore from the period of 1994 to 2024.





2. Manual Court (title suit) search before the Ld. 10<sup>th</sup> Court of Civil Judge, Senior Division, at Alipore in the name of **the Present Owner** between the years 2013 to 2024 till 27.02.2024.
3. CERSAI Search (Asset Based) on 27.02.2024.
4. Online Court Search at <https://ecourts.gov.in/> in the name of Present Owner for the period of 2024 to 2025 on 18.01.2025.
5. CERSAI Search (Debtor Based) on 18.01.2025.
6. Online Registry Office Search at <https://wbregistration.gov.in/> for the period of 2024 to 2025 on 15.07.2025.
7. Online verification at [www.kmcgov.in](http://www.kmcgov.in) (Kolkata Municipal Corporation website) on 17.07.2025

**OBSERVATIONS AFTER PERUSING AND EXAMINING THE DOCUMENTS:**

1. We have noticed that Ahindra Nath Chatterjee and Manindra Nath Chatterjee were allotted in equal shares THE SUBJECT PROPERTY under Deed of Partition dated 15<sup>th</sup> October, 1936 registered with the Sub-Registrar, Sealdah in Book I, Volume No. 40, Page 216 to 220, Being No. 2488 for the year 1936 and the said Manindra Nath Chatterjee sold his undivided 50% share to Smt. Chandan Kumari Devi wife of Ahindra Nath Chatterjee under Indenture of Conveyance dated 29 September, 1950 registered with the Sub Registrar, Sealdah in Book I, Volume No. 41, Page 17 to 24, Being No. 1708 for the year 1950 which appears to be fine.
2. Verification of the Death Certificate of **Asha Banerjee**, who died on 23<sup>rd</sup> April, 2008 couldn't be completed as the same was not provided to us for examining. However her demise was validated and sworn by her legal heirs i.e., Kalpana Ganguly (as daughter), Aloka Chatterjee (as daughter) and Indranil Banerjee (as Grandson) through an Affidavits of Legal Heirship sworn on 23<sup>rd</sup> December, 2024, before the Ld. 1<sup>st</sup> Class Judicial Magistrate, Alipore and 09<sup>th</sup> January, 2025, before the Lopez & Moreno Associates, Notary Public.
3. Be it noted herein that the demise of the said Asit Chatterjee and his demise as Bachelor could not be verified and completed as the Death Certificate was not provided to us for examining the same, however, the same was sworn and validated by the Present Owner through an Affidavit of Legal Heirship, sworn on 30<sup>th</sup> December, 2024, before the Ld. 1<sup>st</sup> Class Judicial Magistrate, Alipore wherein he confirmed the death of the said Asit Chatterjee as Bachelor.
4. During our Online Registration Office Search for the period of 2024 to 2025 (till 15.07.2025), we have notice two transactions in your favour which are as follows:-





- Power of Attorney dated 19<sup>th</sup> December, 2024, recorded in Book No. I, Volume No. 1603-2024, Page from 561959 to 561970, being **No. 21531 for the year 2024**, and duly registered at the Office of DSR III, South 24 Parganas, where **the Present Owner** has granted power in favour of **Dinesh G Sanghvi and Harsh Karnani**.
  - Deed of Declaration dated 23<sup>rd</sup> December, 2024 recorded in Book No. I, Volume No. 1603-2024, Page from 561503 to 561512, being **No. 21862 for the year 2024**, and duly registered at the Office of DSR III South 24 Parganas executed between **the Present Owner** and **Dinesh G Sanghvi**.
  - Development Agreement dated 08.05.2025, recorded in Book No. I, Volume No. 1603-2025, pages from 208351 to 208392, being Deed **No. 08464 for the year 2025** and duly registered at the office of D.S.R.-III, South 24-Parganas, executed between **the Present Owner** and **Noble Grih Nirman Private Limited (as Developer)**.
  - Deed of Gift dated 10<sup>th</sup> June 2025, recorded In Book No. I, Volume No.1603-2025, Pages from 281033 to 281043, being Deed **No. 10680 for the year 2025** and duly registered at the office of D.S.R.-III South 24-parganas, granted by **the Present Owner** (being represented by his constituted Attorney Harsh Karnani) in favour of Kolkata Municipal Corporation.
  - Deed of Declaration dated 10<sup>th</sup> June 2025 recorded in Book No. I, Volume No. 1603-2025, Page from 281023 to 281032, being **No. 10681 for the year 2025**, and duly registered at the Office of DSR III South 24 Parganas declared by the **Present Owner** (being represented by his constituted Attorney Harsh Karnani).
5. We had observed that under four recited registered Deeds of Gift bearing Nos. **11836 for the year 2024, 20959 for the year 2024, 20960 for the year 2024 and 20967 for the year 2024**, the respective Donors had erroneously transferred excess undivided share in the subject property than they were legally entitled to. This discrepancy arose due to incorrect devolution of title and resulting misstatement of the Donors' undivided ownership share in the said Gift Deeds.
6. Subsequently, by four separate Deeds of Declaration executed and registered by the Donees, the Donees have acknowledged the correct devolution of title and accepted the actual undivided share that was validly gifted to them under the said Deeds of Gift. The said Deeds of Declaration have thus effectively rectified the earlier error and validated and confirmed the Donees' title to the extent of their lawful undivided share in the subject property.
7. Accordingly, the title of the Donee now stands regularized and is considered clear and marketable to the extent of the corrected undivided shares.
8. The subject Property is Freehold land and there is no leasehold interest.
9. The subject Property is free from the provisions of The Urban Land (Ceiling & Regulation Act), 1976.





10. No Minor interest transfer notice affecting the subject property (after verification of legal heir ship certificate).

11. No Trust interest transfer noticed affecting the subject property.

**OUR REPORT**

1. Pursuant to such registration office search, we have not found any adverse transaction in connection with the subject property during the mentioned period i.e. 30 years from 1994 to 2024 (till 27.02.2024) subject to any omissions or errors done by the registration office in recording the same.
2. Pursuant to such online registration office search, we have not found any adverse transaction in connection with the subject property during the mentioned period from 2024 to 2025 (till 15.07.2025) subject to any omissions or errors done by the registration office in recording the same, save and except the following documents which are forming part of the devolution:-

- Deed of Gift dated 12<sup>th</sup> August, 2024, recorded in Book No. I, Volume No. 1904-2024, Page from 640139 to 640167, being No. **11836 for the year 2024**, and duly registered at the Office of ARA IV Kolkata.
- Deed of Gift dated 11<sup>th</sup> December, 2024, recorded in Book No. I, Volume No. 1603-2024, Page from 546140 to 546159, being No. **20959 for the year 2024**, and duly registered at the Office of DSR III South 24 Parganas.
- Deed of Gift dated 11<sup>th</sup> December, 2024, recorded in Book No. I, Volume No. 1603-2024, Page from 546160 to 547178, being No. **20960 for the year 2024**, and duly registered at the Office of DSR III South 24 Parganas.
- Deed of Gift dated 11<sup>th</sup> December, 2024, recorded in Book No. I, Volume No. 1603-2024, Page from 546179 to 546199, being No. **20967 for the year 2024**, and duly registered at the Office of DSR III South 24 Parganas.
- Deed of Declaration dated 08<sup>th</sup> May 2025, recorded in Book No. I, Volume No.1603-2025, Pages from 208532 to 208550, being Deed No. **08460 for the year 2025** and duly registered at the office of D.S.R.-III South 24-parganas.
- Deed of Declaration dated 08<sup>th</sup> May 2025, recorded in Book No. I, Volume No.1603-2025, Pages from 208483 to 208501, being Deed No. **08461 for the year 2025** and duly registered at the office of D.S.R.-III South 24-parganas.
- Deed of Declaration dated 08<sup>th</sup> May 2025, recorded in Book No. I, Volume No.1603-2025, Pages from 208393 to 208411, being Deed No. **08462 for the year 2025** and duly registered at the office of D.S.R.-III South 24-parganas.





- Deed of Declaration dated 08<sup>th</sup> May 2025, recorded in Book No. I, Volume No.1603-2025, Pages from 208412 to 208430, being Deed No. 08463 for the year 2025 and duly registered at the office of D.S.R.-III South 24-parganas.
3. Pursuant to such court search before the Ld. 10<sup>th</sup> Court of Civil Judge, Senior Division, District Alipore in the name of the present owner for the years 2013 to 2024 (till 27.02.2024), we did not find any litigation pending against the present owner.
  4. Pursuant to such online court search in the name of Present Owner for the years 2024 to 2025 (till 18.01.2025), we did not find any litigation pending against the said Dr. Shayamal Chatterjee.
  5. We have conducted CERSAI Search (Asset Based) did not find any charges on the Subject Property.
  6. We have also conducted CERSAI Search (Debtor Based) did not find any charges on the Subject Property
  7. Pursuant to online search at Kolkata Municipal Corporation portal i.e. [www.kmcgov.in](http://www.kmcgov.in) on 17.07.2025, we have found the name of **Dr. Shyamal Chatterjee, Kamala Chatterjee, Amal Chatterjee & Asit Chatterjee** duly mutated vide Assessee Number: 110850900152 and there is no outstanding dues as on 17.07.2025.

**EXAMINATION AND SEARCH CONDUCTED:**

1. We have perused and examined the documents provided to us, including the recited title deeds and other related documents.
2. Searches have been conducted at the relevant registration offices, courts, Cersai and departments to verify the details and ensure the accuracy of the title records.

**OPINION ON TITLE:**

Based on the above:

1. The title of the present owner **namely, Dr. Shyamal Chatterjee** in the subject property, as detailed hereinabove, **appears to be clear and marketable.**

**LIMITATIONS AND CONDITIONS:**

1. This opinion is based on the documents provided, searches conducted, and the records available at the relevant offices. It is subject to our recited observations and further subject to the correctness and completeness of such records and any unforeseen errors, omissions, or discrepancies therein.
2. This opinion is subject to any **error or mistake by the concerned offices and departments** in recording or maintaining any document in their records.





3. The opinion is further subject to the condition that certain **volume copies at the registration offices may be torn or unavailable for inspection**, limiting our verification process.

**CONCLUSION:**

While the title of the present owner appears valid and marketable based on the provided documents and searches conducted, the above-mentioned conditions and limitations must be noted.

**ADVISE:**

1. Client is advised to go for a newspaper publication for inviting any claim or objection from any third party on sale of the SUBJECT PROPERTY.
2. To inspect the IB copy of Kolkata Municipal Corporation.
3. Client to inspect the original Deeds and documents lying in the custody of the present owners.

**ENCLOSURES:**

The Original Receipt as detailed herein for the relevant search is enclosed herewith:

1. Registry Office Search Receipt No.590309 dated 27/02/2024 related to the Office of D.S.R. & S.R. Alipore 1994 to 2024.
2. Registry Office Search Receipt No. 463697 dated 23 /02/2024 related to the Office of A.R.A. Kolkata 1994 to 2024.
3. Manual Court Search before the Ld. 10<sup>th</sup> Court of Civil Judge, Senior Division, at Alipore in the name of **the Present Owner** between 2013 till 27.02.2024.
4. CERSAI Search (Asset Based) vide Search Reference no. **8414258736116** dated 27.02.2024.
5. Online Court Search Receipt at <https://ecourts.gov.in/> in the name of Present Owner for the period of 2024 to 2025 on 18.01.2025.
6. CERSAI Search (Debtor Based) vide Search Reference no. **200335876798** dated 18.01.2025.
7. Online Registry Office Search at <https://wbregistration.gov.in/> for the period of 2024 to 2025 on 15.07.2025.
8. Online verification at [www.kmcgov.in](http://www.kmcgov.in) (Kolkata Municipal Corporation website) on 17.07.2025.



**SCOPE OF LIMITATION:**

- The Scope of our report is limited by the following general parameters.
- We have assumed that the copies of the documents provided to us (i) bear the genuine signatures, dates, stamps, seals and other markings (ii) have not been superseded by any other document not made available to us for whatever reason, there have been no variations to the documentation as presented to us, the terms of such documentation have been complied with in all respects, all documents reviewed, which were signed on behalf of the parties, were concluded under due and proper capacity, power and authority and (ii) are authentic and are the true extracts of the Original documents.
- We assume that there are no undisclosed agreements or any instruments or any deeds registered in Book-IV.
- We shall not be responsible or in any way held liable, in the event of any loss or damage suffered by any person on account of any statement in this report which has been prepared with utmost care and relying upon the representations made by the Present Owner 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 has been prepared pursuant to a title due diligence exercise carried out in the months and years recited (as per reports date as mentioned particularly to different departments, courts and offices, Registration office). The scope of our assignment does not extend to updating this Report for events and circumstances occurring after the dates on which the title due diligence exercise was carried out.
- We have, while carrying out the searches and title investigation, not undertaken searches of any other public registers in the course of our enquiries, except those specifically indicated in this Report
- Cases filed in wrong spelling of the Present owner in the Courts having jurisdiction.

Disclaimer: This report is provided solely for the benefit of our client above named on the basis of the examining the title deeds, brief searching and/or inspection of records and this report may not be used or relied upon by any other person. We reserve the right to amend this Report in the light of any new information received but do not undertake any obligation to do so.

Thanking You,  
**S. K. LATH & CO**  
  
Partner/Authorised Signatory