T: +91-33 2243-6066 +91-33 4062-8475 E: legal@pankajco.com pankajshroffandcompany@gmail.com



Diamond Heritage, N611, 6th Floor, 16, Strand Road, Kolkata - 700 001

Client:

SHREE SAI INFRASTRUCTURE DEVELOPMENT having its registered office at CE/1/A/9, Street No.214, Action Area –I, New Town, Police Station and Post Office - New Town, Kolkata – 700 156.

TITLE SEARCH REPORT

I. SECTION 'A' - DEFINITIONS:

The term or expression used in this Report shall have the meaning assigned to them as follows:

- (a) "said Property" shall mean ALL THAT the piece or parcel of land containing an area of 14 Cottahs 13 Chittacks 20 Square feet more or less situate and lying at and being Holding No.135/2233(17/2233), Krishnapur Road, Kolkata-700159, {comprised in R.S. Dag Nos. 3210 (14 Decimal more or less) and 3210/4665 (10.53 Decimal more or less) recorded in R.S. Khatian No. 64, all in Mouza Krishnapur, J.L. No. 17} under Police Station Baguihati (formerly Rajarhat), in the District of North 24-Parganas;
- (b) "Owners" shall mean (1) MR. BISWAJIT MAJUMDAR son of Binod Chandra Majumdar, residing at A.B. 375, Samar Pally, Milan Bazar, Rajarhat Gopalpur(M), Police Station- Baguihati, Post Office Milan Bazar, District: North 24 Parganas, Pincode 700102, West Bengal, (2) MR. ASHISH KUMAR DANDAPAT son of Ajit Kumar Dandapat, residing at Baragadra, Police Station- Sarenga, Post Office Baragarrah, District: Bankura, Pincode 722150, West Bengal and (3) MR. SANJAY BANGAL son of Late Ajit Kumar Bangal, residing at Tehsil Bankura, Kulmara, Police Station- Bankura, Post Office Keshiakole, District: Bankura, Pincode 722155, West Bengal.
- (c) "Previous Owners" shall mean the following persons, who owned the said Property prior to its purchase by the Owners:

SI.	Name of the	R.S.	R.S. Dag	Total Area	Owners
No.	Previous Owners	Khatian	Nos.	in Dag	Area
		Nos.		(Decimal)	(Decimal)
1.	Chitta Ranjan	64	3210	22	04.34
	Mondal son of late				
	Nilmoni Mondal				
2.	(Sm.) Moni Mondal	64			01.93
	wife of late				
	Monindra Nath				
	Mondal				
3.	Abhishek Mondal	64			07.73
	son of Arabinda				
	Mondal				
4.	Chitta Ranjan	64	3210/4665	40	10.53
	Mondal son of late				
	Nilmoni Mondal				

II. SECTION 'B' - INSTRUCTIONS:

Our client – Shree Sai Infrastructure Development, in the October 2024, instructed us to cause necessary searches in respect of the said Property in the concerned departments of the State Government and the Courts having jurisdiction over the said Property and give the details of the encumbrances, if any created by the Previous Owners on the said Property.

III. SECTION 'C' - SEARCH REPORT:

1. Registration Offices:

1.1 We caused to be made searches of the relevant Index-II in respect of the said Property at the registration offices having jurisdiction to register instruments in respect thereof, being (a) Additional District Sub-Registrar, Dumdum for the years 1967 to 1984, (b) Additional District Sub-Registrar, Bidhan Nagar, North 24 Parganas for the years 1984 to 2000, (c) Additional District Sub-Registrar, Bidhan Nagar for the years 2001 to 2012, (d) Additional District Sub-Registrar, Rajarhat for the years 2012 to 04.10.2024, (e) District Sub Registrar-I, Barasat, North 24 Parganas for the years 1967 to 2002, (f) District Sub Registrar-II, Barasat, North 24 Parganas for the years 1998 to 01.10.2024, (g) District Sub Registrar-I, Barasat, North 24 Parganas for the years 2022 to 01.10.2024, (h) District Sub Registrar-III, Barasat, North 24 Parganas for the years 2022 to

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01.10.2024, (i) Additional Registrar of Assurances-I, Kolkata for the years 2019 to 30.10.2024, (j) Additional Registrar of Assurances-II, Kolkata for the years 2002 to 05.11.2024, (k) Additional Registrar of Assurances-III, Kolkata for the years 2019 to 04.11.2024 and (l) Additional Registrar of Assurances-IV, Kolkata for the years 2015 to 06.11.2024. 24 Original receipts issued by the concerned registration offices in this regard are annexed hereto and collectively marked as 'Annexure A'.

1.2 **Comment:** We, however, like to specifically mention that:

- (a) any document which has been presented for registration, but registration whereof is kept in abeyance for want of assessment of market value by the registering authority and/or payment of deficit stamp duty and deficit registration fee and/or otherwise, does not reflect in the searches to have been registered as the same are kept pending by the registering authority;
- (b) while causing to be made searches, relevant Index-II for several years were found torn or partly torn or damaged and searches for those years could not, as such, be carried out;
- (c) since the time of computerization of records (i.e. since about 2002), the registration offices do not maintain the Index for public inspection and the clerk sitting on the computer gives printed information to the person causing searches in respect of the concerned property and this report is based on such information for such searches.
- 1.3 The searches at the registration offices as per the available records have not disclosed any encumbrance affecting the said Property.

2. Settlement Office:

2.1 In April 2025, Client has provided us with three L.R. Record of Rights (*L.R. Parchas*) issued by the B.L.&L.R.O., Rajarhat wherefrom it appears that the said Property comprised in R.S. Dag Nos. 3210 (14 Decimal more or less) and 3210/4665 (10.53 Decimal more or less) has been renumbered as L.R. Dag No. 5673 in Mouza Krishnapur and the same is mutated in the names of the Owners vide L.R. Khatian Nos.1739, 1740 and 1741, copies whereof are annexed hereto and collectively marked as 'Annexure B'.

3. News Paper Publications:

- 3.1 Two legal notices were caused to be published by us on behalf of the Owners on 05th November, 2024 in two daily newspapers of Kolkata, namely, The Times of India (English newspaper) and Ei Samay (Bengali newspaper) notifying all concerned about the intended purchase of the said Property by the said Owners and inviting claim of any share, right, title, interest, tenancy, mortgage, agreement, charge or any other claim of any person concerning the said Property or any part thereof or any objection to the sale thereof. A photocopy of the said two legal notices published as aforesaid are annexed hereto and collectively marked as "Annexure C".
- 3.2 We did not receive any claim of any person in pursuance of such publications.

4. Courts:

4.1 We have caused to be made necessary searches as to whether any Title Suit was filed in the Court of the (i) 2nd Civil Judge (Junior Division) at Barasat from the year 2013 to 2024 and (ii) 1st Civil Judge (Senior Division) at Barasat from the year 2013 to 2024 against the Previous Owners of the said Property. From the Information obtained from the aforesaid courts, no title suit in respect of the said Property appears to have been filed against the Previous Owners.

06 Information Slips issued by the concerned courts are annexed hereto and collectively marked as 'Annexure D'.

IV. SECTION 'D' - COMMENTS:

Besides the comments and observations made at various places of this report (including the Annexures hereto), we would also like to mention that:

- (i) this report relates only to searches caused by us at concerned registration offices, courts and government departments mentioned above and does not relate to any other encumbrance, charge or attachment including those created by operation of law like statutory charges on default of payment of Income Tax, Sales Tax, Goods and Services Tax, other Government dues, etc.;
- (ii) it is pertinent to note Section 8(1) of the West Bengal Land Reforms Act, 1955 which *inter-alia* stipulates that: "If a portion or share of a plot of land

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of a raiyat is transferred to any person other than a co-sharer of such plot of land, (i) the bargadar in such plot may within 3 months of the date of such transfer or (ii) any co-sharer of such plot may within 3 months of service of notice given under Section 5(5) or (iii) any raiyat possessing land adjoining to such plot of land may within 4 months of the date of such transfer, apply to the Munsif having territorial jurisdiction for transfer of such portion or share of plot of land to him on deposit of the consideration money together with further sum of 10% of that amount. Generally, compliance of the aforesaid Section 8(1) is not done by anyone in West Bengal, thus, we have under instructions from our client, ignored the same;

- (iii) we have assumed that copies of the documents provided to us bear the genuine signatures, dates, stamps, seals and other markings;
- (iv) valuation and physical verification of the land are not part of our scope of work as such no physical verification of the property has been made by us;
- (v) we have taken due care for preparation of this report, however, we 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 Previous Owners or otherwise;
- (vi) 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.

V. SECTION 'E' - PURCHASE DOCUMENTS:

The Owners have purchased the said Property measuring 24.53 Decimal (equivalent to 14 Cottahs 13 Chittacks 20 Square Feet) more or less from the Previous Owners vide two Deeds of Conveyance both dated 20th November 2024 (details whereof are dealt in Section F below). The chain of title in respect of the said Property in favour of the Owners hereto is mentioned in Section F below.

VI. SECTION 'F' - CHAIN OF TITLE:

We have considered the documents furnished by the Owners and the representations made by the Previous Owners and the searches caused to be made by us as dealt with in Section C hereinabove and the position as regards the Chain-of-Title of the Owners to the said Property appears to be as follows:

1. R.S. Dag No. 3210 in Mouza Krishnapur:

1.1 At all material times, (i) Arabinda Mondal (ii) Monindra Nath Mondal (iii) Niranjan Mondal and (iv) Chitta Ranjan Mondal all sons of late Nilmoni

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Mondal were the joint owners of **ALL THAT** the piece or parcel of land containing an area of 14 Decimal more or less out of 22 Decimal situate lying at and comprising of divided demarcated portion of C.S. Dag No. 5197 corresponding to R.S. Dag No. 3210 recorded in C.S. Khatian No. 565 corresponding to R.S. Khatian No. 64 in Mouza Krishnapur, J.L. No. 17, Police Station – Baguihati (formerly Rajarhat), District: North 24 Parganas, West Bengal (hereinafter referred to as "the **said Dag 3210 Property**").

By a Bantannama Patra (Deed of Partition in Bengali language) dated 17th 1.2 October, 1985 made between said Arabinda Mondal, Monindra Nath Mondal, Niranjan Mondal and Chitta Ranjan Mondal and registered with the Sub-Registrar, Bidhan Nagar, in Book No. I, Volume No. 143, Pages 351 to 376, Being No. 7600 for the year 1985, the above-named owners of the said Dag 3210 Property mutually allocated several properties amongst themselves including the said Dag 3210 Property and pursuant to such allocation, 10 Decimal land out of the said Dag 3210 Property was granted conveyed and allocated unto and in favour of all four of the parties thereto in the following proportion and the remaining 04 Decimal land out of the said Dag 3210 Property comprised in a 16 feet wide common passage was allocated to Arabinda Mondal, Niranjan Mondal and Chitta Ranjan Mondal to the exclusion of Monindra Nath Mondal for ingress and egress to and from the plots of land allocated to Arabinda Mondal, Niranjan Mondal and Chitta Ranjan Mondal under the said Bantannama Patra:

(i) Arabinda Mondal - 03.83 Decimal
 (ii) Monindra Nath Mondal - 03.83 Decimal
 (iii) Niranjan Mondal - 01.17 Decimal
 (iv) Chitta Ranjan Mondal - 01.17 Decimal

(v) Common Passagebelonging to Arabinda MondalNiranjan Mondal and

Chitta Ranjan Mondal - <u>04.00 Decimal</u> 14.00 Decimal

By a Daanpatra (Deed of Gift in Bengali language) dated 20th December, 2006 made between said Arabinda Mondal as donor therein and said Abhishek Mondal as donee therein and registered with the Additional District Sub-Registrar, Bidhan Nagar in Book No. I, Being No. 1320 for the year

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2007, said Arabinda Mondal in consideration of his natural love and affection towards his son, granted conveyed transferred assigned and assured, by way of gift, unto and to the said Abhishek Mondal, land measuring 03.83 Decimal more or less (equivalent to 02 Cottahs 05 Chittacks 09 Square feet) comprised in the said Dag 3210 Property, together with all his right title and interest of and in the said 16 Feet wide common passage.

- 1.4 The facts about devolution of title in respect of the share of Monindra Nath Mondal in the said Dag 3210 Property measuring 03.83 Decimal more or less unto and in favour of Moni Mondal and Abhishek Mondal are as follows:
 - 1.4.1. By a Deed of Exchange dated 29th November, 1986 made between said Monindra Nath Mondal as first party and said Niranjan Mondal as second party and registered with Sub-Registrar, Bidhan Nagar in Book No. I, Volume 158, Pages 473 to 484, Being No. 8255 for the year 1986, said Monindra Nath Mondal, amongst other properties, in lieu of having received conveyance of land comprised in L.R. Dag No. 269 at Mouza- Jyangra, granted conveyed and transferred unto and in favour of Niranjan Mondal, land measuring 1.90 Decimal more or less (equivalent to 01 Cottah 02 Chittacks 17 Square feet) out of his 3.83 Decimal land comprised in the said Dag 3210 Property.
 - 1.4.2. By a Daanpatra (Deed of Gift in Bengali language) dated 13th September, 2006 made between said Niranjan Mondal as donor therein and said Arabinda Mondal as donee therein and registered with the Additional District Sub-Registrar, Bidhan Nagar in Book No. I, Volume No. 505, Pages from 86 to 97, Being No. 8409 for the year 2006, said Niranjan Mondal in consideration of his natural love and affection towards his brother, granted conveyed transferred assigned and assured, by way of gift, unto and to the said Arabinda Mondal, land measuring 1.90 Decimal more or less in the said Dag 3210 Property together with all right title and interest of and in the said 16 Feet wide common passage.
 - 1.4.3. By a Daanpatra (Deed of Gift in Bengali language) dated 16th February, 2009 made between said Arabinda Mondal as donor therein and said Abhishek Mondal as donee therein and registered with the Additional District Sub-Registrar, Bidhan Nagar in Book No.

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I, CD Volume No. 2, Pages from 5205 to 5218, Being No. 01359 for the year 2009, said Arabinda Mondal in consideration of his natural love and affection towards his son, granted conveyed transferred assigned and assured, by way of gift, unto and to the said Abhishek Mondal, land measuring 1.90 Decimal more or less in the said Dag 3210 Property, together with all right title and interest of and in the said 16 Feet wide common passage.

- 1.4.4. In the premises, said Abhishek Mondal became the owner of 1.90 Decimal land comprised in the said Dag 3210 Property together with proportionate share right title and interest of and in the said 16 Feet wide common passage.
- 1.4.5. In the premises, said Monindra Nath Mondal continued to be the owner of his remaining 1.93 Decimal land comprised in the said Dag 3210 Property.
- 1.4.6. The said Monindra Nath Mondal, a Hindu governed by the *Dayabhaga* School of Hindu Law, was issueless and presumed to be dead as recorded in Order dated 18th September 1998 passed by the Learned 1st Civil Judge (Junior Division) at Barasat in Title Suit No.332 of 1998 (Moni Mondal versus Prajapati Mondal) inasmuch as he went missing since 05th April, 1990 and all his estates and properties (including his share in the said Dag 3210 Property) devolved upon his heiresses and legal representatives being his wife and mother said Moni Mondal and Prajapati Mondal in equal shares.
- 1.4.7. By a Daanpatra (Deed of Gift in Bengali language) dated 22nd November, 2010 made between said Prajapoti Mondal as donor therein and said Moni Mondal as donee therein and registered with Additional District Sub-Registrar, Bidhan Nagar in Book No. I, CD Volume No. 18, Pages from 6450 to 6461, Being No. 11417 for the year 2010, said Prajapati Mondal in consideration of her natural love and affection towards her daughter-in-law, granted conveyed transferred assigned and assured, by way of gift, unto and to the said Moni Mondal, her entire share in the said Dag 3210 Property measuring 09 Chittack 17 Square feet (equivalent to 0.97 Decimal) more or less.

- 1.4.8. In the premises, said Moni Mondal became the owner of land measuring 1.93 Decimal more or less in the said Dag 3210 Property.
- 1.5 The facts about devolution of title in respect of the share of Niranjan Mondal in the said Dag 3210 Property measuring 01.17 Decimal more or less together with all his right title and interest in the 16 feet wide common passage measuring 04 Decimal more or less unto and in favour of Chitta Ranjan Mondal are as follows:
 - 1.5.1. The said Niranjan Mondal was the owner of land measuring 01.17 Decimal more or less in the said Dag 3210 Property together with easement rights in the common passage measuring 04 Decimal more or less.
 - 1.5.2. During his lifetime, Niranjan Mondal desired to and gifted his said share in the said Dag 3210 Property measuring 01.17 Decimal more or less together with all his right title and interest in the common passage measuring 04 Decimal more or less unto and in favour of Chitta Ranjan Mondal. However, before executing any Deed of Gift in favour of Chitta Ranjan Mondal, Niranjan Mondal died intestate leaving him surviving his wife Purnima Mondal and daughter Poulami Roy as his only heiresses and legal representatives who both upon his death inherited and became entitled to his said share in the said Dag 3210 Property measuring 01.17 Decimal more or less together with all his right title and interest in the 16 feet common passage measuring 04 Decimal more or less.
 - 1.5.3. The abovenamed Purnima Mondal and Poulami Roy accepted Chitta Ranjan Mondal to be the owner of Niranjan Mondal's share in the said Dag 3210 Property measuring 01.17 Decimal more or less together with proportionate share right title and interest in the 16 feet common passage measuring 04 Decimal more or less and were not desirous of claiming share right title or interest therein, as would be testified by their joining in as confirming parties in the Deed of Conveyance dated 20th November, 2024 (dealt in clause 1.7 below).

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1.6 In the premises, the following persons became the owners of the said Dag 3210 Property (including the 16 feet wide common passage) in the following shares:

(a) Chitta Ranjan Mondal : 04.34 Decimal

(b) Moni Mondal

: 01.93 Decimal

(c) Abhishek Mondal

: <u>07.73</u> Decimal

14.00 Decimal

- 1.7 By a Deed of Conveyance dated 20th November 2024 made between said Chitta Ranjan Mondal, (Sm.) Moni Mondal and Abhishek Mondal as vendors therein and said Biswajit Majumdar, Ashish Kumar Dandapat and Sanjay Bangal (being the Owners hereto) as purchasers therein registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2024, Pages 884265 to 884294, Being No. 190417486 for the year 2024. said Chitta Ranjan Mondal and two others for the consideration therein mentioned, granted sold conveyed transferred assigned and assured unto said Biswajit Majumdar and two others, the said Dag 3210 Property, absolutely and forever.
- 1.8 The said Biswajit Majumdar, Ashish Kumar Dandapat and Sanjay Bangal (being the Owners hereto) caused to be recorded their names as 'raiyat' in the L.R. Record of Rights in respect of the said Dag 3210 Property vide L.R. Khatian Nos. 1739, 1740, 1741 respectively.

Comment: We have not been provided the Warissan Certificate of Niranjan Mondal and Monindra Nath Mondal.

Comment: We have not been provided the copy of General Diary recording the missing report of Monindra Nath Mondal. We have been provided photocopy of the Order dated 18th September 1998 passed by the Learned 1st Civil Judge (Junior Division) at Barasat in Title Suit No.332 of 1998.

R.S. Dag No. 3210/4665 in Mouza Krishnapur:

2.1 At all material times, one Nera Sardar son of late Bhuban Sardar was the owner of ALL THAT the piece or parcel of land containing an area of 10.53

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Decimal (equivalent to 06 Cottahs 06 Chittack) more or less out of 40 Decimal situate and lying at and comprising of divided demarcated portion of C.S. Dag No. 5197 recorded in C.S. Khatian No. 565 corresponding to R.S. Dag No. 3210/4665 recorded in R.S. Khatian No. 64 in Mouza Krishnapur, J.L. No. 17, Police Station – Baguihati (formerly Rajarhat), District: North 24 Parganas, West Bengal (hereinafter referred to as "the said Dag 3210/4665 Property").

- 2.2 By a Kobala (Deed of Conveyance in Bengali language) dated 24th July, 1967 made between said Nera Sardar as vendor therein and Arabinda Mondal, Monindra Nath Mondal, Niranjan Mondal and Chitta Ranjan Mondal all sons of late Nilmoni Mondal as purchasers therein and registered with the Sub-Registrar, Cossipur, Dumdum in Book I, Volume No. 83, Pages from 255 to 257, Being No. 6510 for the year 1967, said Nera Sardar for the consideration therein mentioned, granted sold conveyed transferred assigned and assured unto said Arabinda Mondal and three others, land measuring 01.65 Decimal more or less (equivalent to 1 Cottah) comprised in the said Dag 3210/4665 Property.
- 2.3 Subsequently, by another *Kobala* (Deed of Conveyance in Bengali language) dated 14th August, 1967 made between said Nera Sardar as vendor therein and said Arabinda Mondal, Monindra Nath Mondal, Niranjan Mondal and Chitta Ranjan Mondal as purchasers therein and registered with the Sub-Registrar, Cossipur, Dumdum, in Book I, Volume No. 99, Pages from 132 to 134, Being No. 7220 for the year 1967, said Nera Sardar for the consideration therein mentioned, granted sold conveyed transferred assigned and assured unto said Arabinda Mondal and three others, land measuring 08.88 Decimal more or less (equivalent to 05 Cottahs 06 Chittacks) comprised in the said Dag 3210/4665 Property.
- 2.4 By a Bantannama Patra (Deed of Partition in Bengali language) dated 17th October, 1985 made between said Arabinda Mondal, Monindra Nath Mondal, Niranjan Mondal and Chitta Ranjan Mondal and registered with the Sub-Registrar, Bidhannagar, in Book No. I, Volume No. 143, Pages 351 to 376, Being No. 7600 for the year 1985, the above-named owners of the said Dag 3210/4665 Property mutually allocated several properties amongst themselves including the said Dag 3210/4665 Property and pursuant to such allocation, the said Dag 3210/4665 Property (comprising of two

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demarcated plots of land along with a ten feet wide internal passage running between the two plots of land) was granted conveyed and allocated unto and in favour of Niranjan Mondal and Chitta Ranjan Mondal in equal shares to the exclusion of Arabinda Mondal and Monindra Nath Mondal.

- 2.5 By a *Daanpatra* (Deed of Gift in Bengali language) dated 15th July, 2002 made between said Niranjan Mondal as donor therein and said Chitta Ranjan Mondal as donee therein and registered with the Additional District Sub-Registrar, Bidhan Nagar in Book No. I, Volume No. 503, Pages from 137 to 159, Being No. 08992 for the year 2002, said Niranjan Mondal in consideration of his natural love and affection towards his brother, granted conveyed transferred assigned and assured, by way of gift, unto and to the said Chitta Ranjan Mondal, his entire share in the said Dag 3210/4665 Property measuring 05 Decimal more or less (equivalent to 03 Cottahs 14 Square feet) together with all its right title and interest in the ten feet wide internal passage on the north thereof and also together with the existing structures thereat.
- 2.6 In the premises, said Chitta Ranjan Mondal became the owner of the said Dag 3210/4665 Property measuring 10.53 Decimal more or less.
- 2.7 By a Deed of Conveyance dated 20th November 2024 made between said Chitta Ranjan Mondal as vendor therein and said Biswajit Majumdar, Ashish Kumar Dandapat and Sanjay Bangal (being the Owners hereto) as purchasers therein registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No.1904-2024, Pages 882378 to 882400, Being No.190417001 for the year 2024, said Chitta Ranjan Mondal for the consideration therein mentioned, granted sold conveyed transferred assigned and assured unto said Biswajit Majumdar and two others, the said Dag 3210/4665 Property, absolutely and forever.
- 2.8 The said Biswajit Majumdar, Ashish Kumar Dandapat and Sanjay Bangal (being the Owners hereto) have caused to be recorded their names as 'raiyat' in the L.R. Record of Rights in respect of the said Dag 3210/4665 Property vide L.R. Khatian Nos. 1739, 1740, 1741 respectively.

VI. SECTION 'G' - CONCLUSION:

In the premises aforesaid, in our view, the said Property appears to be free from encumbrances and the Owners appear to have marketable title thereto.

DATED THIS 1ST DAY OF JULY, 2025

For Pankaj Shroff & Co.

Advocate)

DATED THIS 1ST DAY OF JULY, 2025

Re: Landed Property in Mouza Krishnapur, J.L. No.17 Police Station – Baguihati (formerly Rajarhat), in the District of North 24 Parganas.

TITLE SEARCH REPORT

PANKAJ SHROFF & COMPANY
Advocates
Diamond Heritage, N611, 6th floor,
16 Strand Road,
Kolkata-700001