

TITIL DUTTA
Advocate

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To
SRIJAN REALTY PVT. LTD.,
SRIJAN House,
36/1A, Elgin Road, Sreepally,
Bhowanipore, Kolkata – 700026

TITLE REPORT

1	Name & Address of the Owner(s)		AS PER ANNEXURE A
2	Location of the land		<i>Mouza Doharia, J.L.No.45, Police Station Barasat, within the limits of the Madhyamgram Municipality, Additional District Sub-Registration Office at Barasat, PIN-700129, District North 24 Parganas</i>
3	Full Description of Property		Description of the property: R.S/L.R. <i>Dag</i> Nos. 555, 556, 557, 558, 559, 560, 557/688, 688/2314, 559/2316, in <i>Mouza Doharia, J.L.No.45, Police Station Barasat, PIN-700129, District North 24 Parganas</i>
	3.1	Nature of Immovable Property	<i>Doba, Bastu, Pukur, Bagan</i>
	3.2	Name of Gram Panchayat/ Municipality/Municipal Corporation	Madhyamgram Municipality
	3.6	Nature of Ownership	FREE HOLD
4		Tracing of title	a) By 2 (two) separate Deeds of Sale (Bengali <i>Kobala</i>) registered in the Office of the Sub-Registrar at Barsat, being Deed No. 3255 for the year 1951 and Deed No. 7510 for the year 1951, one Montaz Uddin sold and transferred land measuring about 165 (one hundred and sixty five) decimal, more or less [equivalent to 5 (five) bigha], in R.S. <i>Dag</i> Nos. 555, 556, 557, 688 and part of R.S. <i>Dag</i> Nos. 558, 559 and 560, recorded in R.S. <i>Khatian</i> Nos. 631, 632 and 210, <i>Mouza Doharia</i> Sheet No.1, J.L. No. 45, Police Station Barasat, District North 24 Parganas, to Bibhuti Bhusan Dutta <i>alias</i> Bibhuti

			Bhusan Daw, in the following manner:																
			<table><tr><th>R.S. <i>Dag</i></th><th>Area Conveyed (in decimal)</th></tr><tr><td>555</td><td>37</td></tr><tr><td>556</td><td>29</td></tr><tr><td>557</td><td>27</td></tr><tr><td>557/688</td><td>23</td></tr><tr><td>558</td><td>26</td></tr><tr><td>559</td><td>68</td></tr><tr><td>560</td><td>68</td></tr></table>	R.S. <i>Dag</i>	Area Conveyed (in decimal)	555	37	556	29	557	27	557/688	23	558	26	559	68	560	68
R.S. <i>Dag</i>	Area Conveyed (in decimal)																		
555	37																		
556	29																		
557	27																		
557/688	23																		
558	26																		
559	68																		
560	68																		
			b) Bibhuti Bhusan Dutta <i>alias</i> Bibhuti Bhusan Daw, a Hindu, died intestate on 03.10.1963 leaving behind him surviving his wife, Bimala Dutta , only son, Aloke Kumar Dutta and 4 (four) daughters, namely, Rita Ghosh , Gopa Ghosh , Dipa Das and Kumari Anita Dutta , as his only legal heirs and successors who jointly inherited the above-mentioned property as per the Hindu Law of Succession.																
			c) In or about 1977, Aloke Kumar Dutta, the said son of Late Bibhuti Bhusan Dutta <i>alias</i> Bibhuti Bhusan Daw, had obtained a license from the government of West Bengal to do business of cinema shows and started the construction of a cinema hall named 'Bimala Cinema' on land at R.S. <i>Dag</i> Nos. 555, 556, 557, 558, 559, 560 and 557/688, recorded in R.S. <i>Khatian</i> Nos. 631 and 109, in <i>Mouza</i> Doharia. Owing to shortage of funds, Aloke Kumar Dutta could not complete the construction of the said cinema hall and failed to meet the capital expenses towards the purchase of machineries and fixtures of the cinema hall.																
			d) Aloke Kumar Dutta mortgaged his inherited land admeasuring 3 (three) <i>bigha</i> , more or less, in R.S. <i>Dag</i> Nos. 555, 556, 557, 558, 559, 560 and 557/688, recorded in R.S. <i>Khatian</i> Nos. 631 and 109, in <i>Mouza</i> Doharia, in favour of United Industrial Bank Limited and approached the said bank to grant a term loan of Rs.11,00,000/- (Rupees eleven lac) for the purpose of construction of the cinema hall and its allied works on terms and conditions duly agreed by and between the parties. The construction of the said cinema hall named 'Bimala Cinema' got constructed and completed on the northern part and portion of the said land.																
			e) During the pendency of the said mortgage in favour of United Industrial Bank Limited, a Partition Deed dated 16.12.1982 registered in the District of North 24 Parganas, recorded in Book No.I, Volume No. 420, at Pages 79 to 95, being Deed No. 16540 for the year 1982, was executed by and between the said Bimala Dutta,																

			Aloke Kumar Dutta, Rita Ghosh, Gopa Ghosh, Dipa Das and Kumari Anita Dutta, whereby (i) Schedule ‘A’ being land measuring about 31 (thirty one) decimal, more or less [equivalent to 18 (eighteen) <i>cottah</i> 12 (twelve) <i>chittack</i>], in R.S./L.R. <i>Dag</i> Nos. 557 and 560 (Part), recorded in R.S. <i>Khatian</i> Nos. 631, 632 and 110, <i>Mouza</i> Doharia Sheet No.1, J.L. No. 45, Police Station Barasat, District North 24 Parganas was allotted to Bimala Dutta And (ii) Schedule ‘B’ being land measuring about 57 (fifty seven) decimal, more or less [equivalent to 1 (one) <i>bigha</i> 14 (fourteen) <i>cottah</i> 4 (four) <i>chittack</i>], in R.S./L.R. <i>Dag</i> No.556, recorded in R.S. <i>Khatian</i> Nos.631, 632 and 110, <i>Mouza</i> Doharia Sheet No.1, J.L. No. 45, Police Station Barasat, District North 24 Parganas was allotted to Aloke Kumar Dutta And (iii) Schedule ‘C’ being land measuring about 17.35 (seventeen point three five) decimal, more or less [equivalent to 10 (ten) <i>cottah</i> 8 (eight) <i>chittack</i>], in R.S./L.R. <i>Dag</i> No.688 (Part), recorded in R.S. <i>Khatian</i> Nos. 632 and 110, <i>Mouza</i> Doharia Sheet No.1, J.L. No. 45, Police Station Barasat, District North 24 Parganas was allotted to Rita Ghosh And (iv) Schedule ‘D’ being land measuring about 17.35 (seventeen point three five) decimal, more or less [equivalent to 10 (ten) <i>cottah</i> 8 (eight) <i>chittack</i>], in R.S./L.R. <i>Dag</i> Nos. 688 (Part), 558 (Part), 559 (Part), recorded in R.S. <i>Khatian</i> No.110, <i>Mouza</i> Doharia Sheet No.1, J.L. No. 45, Police Station Barasat, District North 24 Parganas was allotted to Gopa Ghosh And (v) Schedule ‘E’ being land measuring about 17.35 (seventeen point three five) decimal, more or less [equivalent to 10 (ten) <i>cottah</i> 8 (eight) <i>chittack</i>], in R.S./L.R. <i>Dag</i> Nos. 557, 559, 560 and 688, recorded in R.S. <i>Khatian</i> No.110, <i>Mouza</i> Doharia Sheet No.1, J.L. No. 45, Police Station Barasat, District North 24 Parganas was allotted to Dipa Das And (vi) Schedule ‘F’ being land measuring about 17.35 (seventeen point three five) decimal, more or less [equivalent to 10 (ten) <i>cottah</i> 8 (eight) <i>chittack</i>], in R.S./L.R. <i>Dag</i> Nos. 555 (Part), 557 (Part) and 688, recorded in <i>Khatian</i> Nos.110 and 632, <i>Mouza</i> Doharia Sheet No.1, J.L. No. 45, Police Station Barasat, District North 24 Parganas was allotted to Anima Dutta And (vii) Schedule ‘G’ being land measuring about 8.26 (eight point two six) decimal, more or less [equivalent to 5 (five) <i>cottah</i>], in R.S./L.R. <i>Dag</i> Nos. 555 (Part) and 668 (Part), recorded in R.S. <i>Khatian</i> No. 110, <i>Mouza</i> Doharia Sheet No.1, J.L. No. 45, Police Station Barasat, District North 24 Parganas was in joint possession of all parties to the Partition.
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			f) Alok Kumar Dutta and the other guarantors namely, Bimala Dutta, Rita Ghosh, Gopa Ghosh, Dipa Das and Kumari Anita Dutta failed to repay the outstanding sum accrued in the loan account or its interest and the United Industrial Bank Limited instituted a suit for recovery of Rs.68,56,210.06 (Rupees sixty eight lac fifty six thousand two hundred and ten point zero six) and other reliefs against Alok Kumar Dutta and other said guarantors being Title (Mortgage) Suit No. 41 of 1987 in the Learned Court of the Sub-ordinate Judge at Barasat. Later upon a notification issued by the Reserve Bank of India and all the assets and liabilities by the United Industrial Bank Limited stood amalgamated with Allahabad Bank and the said Allahabad Bank stepped into the shoes of United Industrial Bank Limited as the plaintiff against Alok Kumar Dutta and the said other guarantors. g) After the promulgation of the Recovery of Debt due to Banks and Financial Institutions Act, 1993, all suits and proceedings instituted by bankers, the claims of which stood over Rs.10,00,000/- (Rupees ten lac) was transferred to the Debts Recovery Tribunal at Salt Lake and numbered as T.A. No. 18 of 1999. After delimitation of jurisdiction, the said T.A. No. 18 of 1999 stood transferred to the Kolkata Debts Recovery Tribunal, Bench II for adjudication and was numbered as T.A./701/2001. h) The disputes by and between the parties to the proceedings was settled on compromise and a compromise decree was passed on 08.01.2003 by the Learned Presiding Officer, Kolkata Debts Recovery Tribunal-II Which states that the entire claim of Allahabad Bank would be settled at Rs.75,00,000/- (Rupees seventy five lac) after adjusting the amount already paid and the compromise amount would be realised by sale of the mortgaged property by the Recovery Officer of the Tribunal. i) M/s. Desfab Engineers Private Limited entered into an Agreement for Sale dated 13.03.2002 with Alok Kumar Dutta and other landowners to purchase an area of about 76 (seventy six) <i>cottah</i>, more or less, on an 'as is where is and whatever there is basis', and in terms of the said agreement, M/s. Desfab Engineers Private Limited made part payment of the agreed consideration to the land owners before the Learned Recovery Officer. j) M/s. Desfab Engineers Private Limited thereafter made an application before the Kolkata Debts Recovery Tribunal-II for leave to be added as an intervenor to the
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			pending proceedings. k) The landowners made an application to Allahabad Bank on 28.04.2003 to enter a fresh compromise settlement as per revised Reserve Bank of India guidelines. Hence, the offer for fresh compromise was brought before the Learned Recovery Officer, Kolkata Debts Recovery Tribunal-II on 28.04.2003 who directed the Ld. Advocate for the landowners to raise such issues before the appropriate forum as he could not go beyond the compromise decree settled by the Learned Presiding Officer. l) Bimala Dutta and Ruma Dutta (being two of the landowners) preferred an appeal before the Learned Presiding Officer, Kolkata Debts Recovery Tribunal-II being Appeal No. 9 of 2003 praying for inter alia modification of the order dated 28.03.2003 and during the pendency of such an Appeal No. 9 of 2003, M/s. Desfab Engineers Private Limited paid the full consideration to all landowners by depositing the same before the Kolkata Debts Recovery Tribunal-II which was collected by the Allahabad Bank. Subsequently, the said Appeal No. 9 of 2003 was disposed off by Order No. 23 dated 15.09.2005. m) The Allahabad Bank prayed for issuance of Sale confirmation and Sale Certificate in favour of M/s. Desfab Engineers Private Limited and a compromise arrived between the Allahabad Bank and landowners for an amount of Rs.75,00,000/- (Rupees seventy-five lac) before the Learned Presiding Officer in the Appeal No. 9/2003 filed by the landowners and Rs.75,00,000/- (Rupees seventy-five lac) was paid by the landowners to the Allahabad Bank from the sale of their mortgaged property to M/s. Desfab Engineers Private Limited. A Receiver named Debabrata Basu Ray, Ld. Advocate, was appointed from the aforesaid Tribunal for execution and registration of Deed of Conveyance of the said land of 76 (seventy six) cottah, more or less, in favour of M/s. Desfab Engineers Private Limited. n) Aloke Kumar Dutta, a Hindu, died intestate on 11.10.1994 leaving behind him surviving his wife, Ruma Dutta and mother, Bimala Dutta, as his only legal successors who jointly inherited the entirety of the properties left behind by Late Aloke Kumar Dutta as per the Hindu Law of Succession. o) Gopa Ghosh, a Hindu, died intestate leaving behind surviving her legal heirs, namely, Amrita Ghosh and Salil Ghosh, as her only legal successors who jointly
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			inherited the entirety of the properties left behind by Late Gopa Ghosh as per the Hindu Law of Succession. p) By a Deed of Conveyance dated 25.07.2007 registered in the Office of the Additional Registrar of Assurances-II, Kolkata, recorded in Book No.I, CD Volume No.2, at Pages 2175 to 2194, being Deed No. 00359 for the year 2009, Debabrata Basu Roy, Ld. Advocate and Receiver of properties of Bimala Dutta, Ruma Dutta, Amrita Ghosh, Salil Ghosh, Rita Ghosh, Dipa Ghosh and Anita Chakraborty sold and transferred land measuring about 76 (seventy six) <i>cottah</i>, more or less together with existing structure constructed thereon, comprised in R.S./L.R. <i>Dag</i> Nos. 555, 556, 557, 558, 559, 560 and 688, recorded in R.S. <i>Khatian</i> Nos. 631, 632 and 110, <i>Mouza</i> Doharia, J.L. No. 45, within Ward No.15 of the Madhyamgram Municipality, Police Station Barasat, District North 24 Parganas, to M/s. Desfab Engineers Private Limited. q) By a Deed of Gift dated 21.09.2007 registered in the Office of the Additional District Sub-Registrar at Barasat, recorded in Book No.I, CD Volume No. 2, at Pages 19124 to 19137, being Deed No. 02577 for the year 2008, Ruma Dutta gifted the entirety of her undivided half inherited share in land measuring about 25 (twenty five) <i>cottah</i>, more or less together with her undivided half inherited share in 'Bimala Cinema', in land measuring about 57 (fifty seven) decimal, more or less [equivalent to 1 (one) <i>bigha</i> 14 (fourteen) <i>cottah</i> 4 (four) <i>chittack</i>], in R.S./L.R. <i>Dag</i> Nos. 556 (Part), 555 and 557, recorded in <i>Khatian</i> Nos. 631, 632 and 110, <i>Mouza</i> Doharia Sheet No.1, J.L. No. 45, Police Station Barasat, District North 24 Parganas, to her mother-in-law, Bimala Dutta. r) By a Deed of Conveyance dated 04.05.2009 registered in the Office of the Additional District Sub-Registrar at Barasat, recorded in Book No.I, CD Volume No. 18, at Pages 2631 to 2654, being Deed No. 06689 for the year 2009, Bimala Dutta sold the entirety of land measuring about 25 (twenty five) <i>cottah</i>, more or less together with 'Bimala Cinema' admeasuring about 4000 (four thousand) square feet, more or less, comprised in land measuring about 57 (fifty seven) decimal, more or less [equivalent to 1 (one) <i>bigha</i> 14 (fourteen) <i>cottah</i> 4 (four) <i>chittack</i>], in R.S./L.R. <i>Dag</i> Nos. 556 (Part), 555 and 557, recorded in <i>Khatian</i> Nos. 631, 632 and 110, <i>Mouza</i> Doharia Sheet No.1, J.L. No. 45, Police Station Barasat, District North 24 Parganas, to The United Engineers.
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5		Title deeds/document details under which ownership is acquired	Owner/Details of Issuing Office	Name/nature of Deed or Document	Details like Regd. etc.
	1		Office of the Sub-Registrar at Barsat	Sale	Deed No. 3255 for the year 1951
	2		Office of the Sub-Registrar at Barsat	Sale	Deed No. 7510 for the year 1951
	3		Office of the Additional Registrar of Assurances-II, Kolkata	Sale	Book No.I, CD Volume No.2, at Pages 2175 to 2194, being Deed No. 00359 for the year 2009
	4		Office of the Additional District Sub-Registrar at Barasat	Gift	Book No.I, CD Volume No. 2, at Pages 19124 to 19137, being Deed No. 02577 for the year 2008
	5		Office of the Additional District Sub-Registrar at Barasat	Sale	Book No.I, CD Volume No. 18, at Pages 2631 to 2654, being Deed No. 06689 for the year 2009
	6			Partition	Book No.I, Volume No. 420, at Pages 79 to 95, being Deed No. 16540 for the year 1982
6		List of encumbrances	1) Nature of Encumbrance:		No adverse entry found
			Mortgage		NO
			Lien		NO
			Lease/ Tenancy		NO
			Right to specific performance under an agreement to sell		NO
			Power of Attorney		NO
			Liens/ First Charge under laws		NO
			Development Agreement		YES
			Right of reversion to Govt.		NO
			Lispensens		NO
			Name of the persons in whose favour encumbrance is subsisting		Ashok Kumar Guha, Alope Kumar Guha & Others – Landlord

			Srijan Realty Pvt. Ltd. – Developer
			Date on which encumbrance has come into existence. Development Agreement – ARA IV, Deed No. 190407466 / 2024
7		View on encumbrances	No adverse entry found
8	8.1	Regulatory Issues	<u>Clearly provide the following details:</u>
			* Whether the property is affected by Land Ceiling Law: Ans. Searches not conducted by me as instructed. * Whether the property is affected by Forest Law: Ans: Searches not conducted by me as instructed. * Whether the property is affected by litigation Ans: NO. * Whether the property is affected by Urban Land Ceiling Law: Ans: Searches not conducted by me as instructed. * Whether the property is affected by Environmental Law: Ans: Searches not conducted by me as instructed. * Whether the property is affected by user restrictions under Municipal/Revenue Law: Ans: Searches not conducted by me as instructed. * Any other regulatory issue relating to property: Ans: Searches not conducted by me as instructed.
9	List of documents/deeds provided to me & perused by me		As per Annexure B
10	Offices Searched		a) Registration Offices: • Additional Registrar of Assurances, Kolkata • District Sub-Registration Office, Barasat, North 24 Pgs. • Additional District Sub-Registration Office, Barasat, North 24 Pgs. b) Courts having competent jurisdiction c) L.R. Records
11	Whether the documents examined are duly stamped as per the Stamp Act.		YES
14	Certificate of Examination		This is to certify that I have examined each & every page of the documents required for giving the title clearance certificate and did not find that transactions under the provided documents are sham and fictitious.

15	RoC Search	Searches not conducted by me as instructed.
16	Certificate of Title	This is to certify that the title of the lands in question of the present landowner is bankable and marketable.

Titil Dutta
Advocate
Date: 22.05.2025
Place: Kolkata

ANNEXURE A NAMES OF OWNER

Names of Present Owner	Address of Present Owners
Desfab Engineers Private Limited	Madhyamgram, P.S. Barasat, District North 24 Pgs.
United Engineers	Madhyamgram, P.S. Barasat, District North 24 Pgs.

ANNEXURE B COPY OF TITLE DEEDS / DOCUMENTS PROVIDED

1	Deed of Sale (Bengali <i>Kobala</i>) registered in the Office of the Sub-Registrar at Barsat, being Deed No. 3255 for the year 1951
2	Deed of Sale (Bengali <i>Kobala</i>) registered in the Office of the Sub-Registrar at Barsat, being Deed No. 7510 for the year 1951
3	Partition Deed dated 16.12.1982 registered in the District of the North 24 Pgs., recorded in Book No.I, Volume No. 420, at Pages 79 to 95, being Deed No. 16540 for the year 1982
4	Deed of Gift dated 21.09.2007 registered in the Office of the Additional District Sub-Registrar at Barasat, recorded in Book No.I, CD Volume No. 2, at Pages 19124 to 19137, being Deed No. 02577 for the year 2008
5	Deed of Conveyance dated 04.05.2009 registered in the Office of the Additional District Sub-Registrar at Barasat, recorded in Book No.I, CD Volume No. 18, at Pages 2631 to 2654, being Deed No. 06689 for the year 2009
6	Deed of Conveyance dated 25.07.2007 registered in the Office of the Additional Registrar of Assurances-II, Kolkata, recorded in Book No.I, CD Volume No.2, at Pages 2175 to 2194, being Deed No. 00359 for the year 2009
7	L.R. <i>Dag Tathya</i>