

Date: 19th June, 2023

Kind attention: Mr. Rishi Todi/ Mr. Anant Nathany

Dear Sirs,

Re: Legal Due Diligence of ALL THAT piece and parcel of land admeasuring an area of 1 (one) Bigha 9 (nine) Cottahs 7 (seven) Chittacks and 32 (thirty two) square feet, more or less, situate lying at and being municipal premises No. 3 Dover Park within the municipal limits of Kolkata Municipal Corporation, P.S. Ballygunge in Holding No. 5 and 6, Sub Division O, Division VI at Gudsali Khasmahal, Dihi Panchannogram ["Said Property"].

1. PRELIMINARY:

- 1.1 We understand that the Client is desirous of purchasing the Said Property from the present owners ("Proposed Transaction"). For the Proposed Transaction, as instructed by the Client, our legal due diligence report (hereinafter referred to as the "**Report**") in respect of the said Property is submitted as follows.
- 1.2 The draft Report is based on (i) the copies of documents specified in **Schedule 1** provided by the Client and (ii) the preliminary comments/observations/requisitions mentioned in various sections of this Report.
- 1.3 We draw your attention to **Schedule 4** of this Report which sets out our limitation of liability, the qualifications and the assumptions made in compiling this Report.

2. DOCUMENTS PROVIDED:

The documents provided by the Client in respect of the Said Property are more fully described in **Schedule 1** of this Report.

3. DEVOLUTION OF TITLE:

On the analysis and scrutiny of the documents described in Clause 2 above, the devolution, which is described in **Schedule 2** hetero, has been concluded.

4. SEARCHES:

The details of the searches as conducted as on date are more fully described in **Schedule 3** of this Report. The cut off date for the searches is 21.09.2022.

5. PRELIMINARY OBSERVATIONS:

We have set out below a preliminary summary of some of the observations/requisitions in connection with the Said Property. These are the observations/requisitions which came to our notice during the legal review as on date. We reserve the right to raise further observations/requisitions as may be necessary after further scrutiny of the documents provided as on date and further documents in relation to these observations/requisitions and from time to time thereafter.

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6. OPINION

Subject to the observations as mentioned above and the comments/ requisitons contained in this Report, we are of the opinion that the following persons have a good marketable title to the said Property:

Sl. No.	Owner	Area
1.	GNB Motors Private Limited	50% share
2.	Shree Varsa Investors and Traders Private Limited	50% share

SCHEDULE 1

[List of documents provided]

Sl. No.	Description
1.	Deed of Settlement dated 18 th May 1924, Being No. 2229 for the year 1924
2.	Deed of Declaration of Surrender and Release dated 30 th day of September 1955, Being No. 4606 for the year 1955
3.	Deed of Lease dated 1 st June 1966, Being no. 2871 for the year 1966
4.	Indenture of Assignment dated 7 th July, 1990 and registered with the Registrar of Calcutta in Book I, Volume no. 416, pages 322-334, Being no. 11423 for the year 1990
5.	Death Certificate of Murari Churan Law
6.	Death Certificate of Nayantara Law
7.	KMC no outstanding certificate dated 4 th March 2022
8.	Agreement for Sale dated 19 th August, 2022
9.	Agreement for Sale dated 17 th February, 2023
10.	Deed of Conveyance dated 19 th May, 2023 registered in the office of the DSR-III, South 24 Parganas in Book No. I, Volume No. 1603-2023, Pages from 231509 to 231539 being No. 160308095 for the year 2023.
11.	Deed of Surrender dated 19 th June, 2023 registered with the DSR-III South 24 Parganas in Book I, Volume 1603-2023, pages 260763 to 260783, Being no. 160309209 for the year 2023

Photocopies of the above documents have been annexed to this Report and marked collectively as **Annexure A.**

SCHEDULE 2

[Devolution of Title]

Premises no. 3 Dover Park, P.S. – Ballygunge, Holding No. 5 and 6, Sub Division O, Division VI at Gudsali Khasmahal, Dihi Panchannogram, Area – 1 (one) Bigha 9 (nine) Cottahs 7 (seven) Chittacks and 32 (thirty two) square feet.

- At all material times, one Raja Kristo Dass Law, son of Maharaja Durga Churn Law of No. 2, Cornwallis Street, Calcutta was the sole and absolute owner and absolutely seized and possessed of inter-alia, all that the said message tenements and hereditaments being premises No. 3, Dover Park together with all that piece or parcel of land containing an area of 1 (one) Bigha 9 (nine) Cottahs 7 (seven) Chittacks and 32 (thirty two) sq.ft. more or less appertaining thereto together with the structures standing thereon and lying

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situate within the Municipal limits of Calcutta, PS Ballygunge, Registration District Alipore, Sub-Registry Sealdah in the District of 24 Parganas comprised in holding Nos. 5 and 6 and Sub-Division 0, Division VI at Gudsali Khas Mahal Dahi Panchannagram i.e., the Said Property.

Samyakk Attorneys:

Title documents and/or copies of the RS/ CS parcha in the name of Raja Kristo Dass Law are not available.

2. By deed of settlement dated 18th May, 1924 ("**Deed of Settlement**") made between the said Raja Kristo Dass Law therein called the "Settlor" of the One Part and the said Raja Kristo Dass Law and his son Kumar Gocool Churn Law therein jointly called the "Trustees" and registered with the Joint Sub-Registrar of Assurances, Calcutta in Book No. I, Volume No. 55, pages 256-265, Being No. 2229 for the year 1924, the said Raja Kristo Dass Law did for the consideration therein mentioned thereby granted transferred conveyed and assured various immoveable properties including the Said Property unto and in favour of the said trustees to be held by them upon the trusts mentioned therein ("**Trust**").

Samyakk Attorneys:

Certified copy of the Deed of settlement dated 18th May, 1924 has been obtained and has been annexed to this Report.

3. It was provided by the said Deed of Settlement that during the life-time of the said Settlor he shall collect the rents and profits and other interests and income of the said properties (including the Said Property) and pay thereout at the first instance all the rates, taxes, premia for insurances, costs of repairs and other outgoings payable in respect of the said trust property (including the Said Property) according to its nature for the time being, and appropriate the balance of the said rents profits interests and income to the Settlor's own use and benefit and from and after the death of the settlor, the said Kumar Gocool Churn Law as surviving trustee or the other trustees for the time being shall hold the said trust property in trust for the said Kumar Gocool Churn Law and his heirs absolutely and forever.
4. The Raja Kristo Dass Law died intestate on 5th November, 1924 leaving the said Kumar Gocool Churn Law as his only heir and legal representative.

Samyakk Attorneys:

Copies of the death certificate and legal heir certificate of Raja Kristo Dass Law are not available.

5. Raja Kristo Dass Law and his son Kumar Gocool Churn Law were the first trustees of the said Trust and after the death of Raja Kristo Dass Law, his son, Kumar Gocool Churn Law had an implied right to appoint new trustees. However, Kumar Gocool Churn Law did not appoint any trustees at the time of his father's death or thereafter.
6. Upon the death of the said Raja Kristo Dass Law, the Said Property was held in trust for the beneficiary namely Kumar Gocool Churn Law by the sole surviving trustee i.e., the said Kumar Gocool Churn Law.

7. It appears that the said Kumar Gocool Churn Law during his life time treated the trust property as his own free hold property and preferred not to appoint any other trustee(s) in respect of the said trust property thereby bringing an end to the said Trust, on his intestate demise on 18th December 1950, as the Trust was settled by Raja Kristo Dass Law out of the natural love and affection he had for his son, Kumaar Gocool Churn Law. Therefore, with the demise of Kumaar Gocool Churn Law and in the absence of any further trustees being appointed, the Trust came to an end having achieved its purpose. Upon the death of Kumaar Gocool Churn Law, the trust property (including the Said Property) vested in his legal heirs who were the ultimate beneficiaries of the Trust.

Samyakk Attorneys:

Copies of the death certificate and legal heir certificate of Kumar Gocool Churn Law are not available.

8. Kumar Gocool Churn Law died leaving behind various immoveable properties (including the Said Property) and also leaving behind his widow Radharani Dassi and one son Murari Churn Law, as his sole heiress, heir and legal representative as per the Bengal School of Hindu Law upon whom all the rights, title and interest of the said Kumar Gocool Churn Law devolved, absolutely and forever.
9. Upon the death of the said Kumar Gocool Churn Law, the said Radharani Dassi became entitled to a moiety or a half share in the estate of the Late Kumar Gocool Churn Law (including the Said Property) having only a Hindu Widow's Estate therein.
10. The said Murari Churn Law was the sole next reversioner to the said moiety or half share of the estate of Kumar Gocool Churn Law deceased expectant upon the death of the said Radharani Dassi.
11. Out of natural love and affection which the said Radharani Dassai had for her son, the said Murari Churn Law and with a desire to efface herself from succession to the estate of the said Kumar Gocool Churn Law, since deceased, and accelerate the vesting of the entire estate unto the said Murari Churn Law, the said Radharani Dassi did on the 30th December, 1950 relinquish and surrender unto and in favour of the said Murari Churn Law the whole of her right, title, interest claim and demand in the said entire estate (including the Said Property) of the said Kumar Gocool Churn Law since deceased and by a Deed of Declaration of Surrender and Release dated the 30th day of September, 1955 made and executed by the said Radharani Dassi therein called the Releasor of the One Part in favour of Murari Churn Law therein called the Releasee of the Other Part and registered at the office of the Sub-Registrar of Assurances, Calcutta in Book No. 1, Volume No. 105, pages 256-257, Being No. 4606 for the year 1955 the said Radharani Dassi did for consideration therein mentioned thereby admit declare and confirm that she had on the 30th December, 1950 relinquished and surrendered unto and in favour of the said Murari Churn Law all her rights title interest claim and demand of in over and to the entire estate (including the Said Property) of the said Kumar Gocool Churn Law, since deceased, being a moiety or half share therein.

Samyakk Attorneys:

Certified copy of the Deed of Declaration of Surrender and Release dated the 30th day of September, 1955 has been obtained and has been annexed to this Report.

12. The said Murari Churn Law got his name recorded as owner in the records of the Kolkata Municipal Corporation.
13. The said Murari Churn Law, vide Deed of Lease dated 1st June 1966 registered in the Office of the Registrar of Calcutta in Book No. I, Volume No. 104, Pages No. 68 to 84, Being no. 2871 for the year 1966, granted a lease of the Said Property in favour of one Bajrang Prasad Jalan for a term of 99 years beginning from 1st day of June 1966 and expiring on 31st day of May 2065, on the terms and conditions as recorded in the said Deed of Lease.

Samyakk Attorneys:

Certified copy of the Deed of Lease dated 1st June 1966 has been obtained and has been annexed to this Report.

14. The said Murari Churn Law, a Hindu, died intestate on 25th January, 1973 (as per his death certificate) leaving his widow Nayantara Law, three sons namely, Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law, as his only heiress, heirs and legal representatives upon whom all the rights, title and interest of the said Murari Churn Law devolved, absolutely and forever.

Samyakk Attorneys:

Copy of the legal heir certificate of Murari Churn Law is not available.

15. Upon the death of the said Murari Churn Law, inter-alia, all his immovable assets (including the Said Property) devolved upon his widow Nayantara Law and three sons namely, Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law, absolutely and forever, in equal proportions.
16. By an Indenture of Assignment dated 7th July, 1990 and registered with the Registrar of Calcutta in Book I, Volume no. 416, pages 322-334, Being no. 11423 for the year 1990, Bajrang Prasad Jalan assigned his leasehold interest in the Said Property to Supriya Finance Limited valid till 31st May, 2065.

Samyakk Attorneys:

Certified copy of the Indenture of Assignment dated 7th July, 1990 has been obtained and has been annexed to this Report.

17. The said Nayantara Law, a Hindu, died intestate on 25th August, 2011 (as per her death certificate) leaving her three sons namely, Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law, as her only heirs and legal representative upon whom all the rights, title and interest of the said Nayantara Law devolved, absolutely and forever.

Samyakk Attorneys:

Copy of the legal heir certificate of Nayantara Law is not available.

18. Upon the death of the said Nayantara Law, inter-alia, all her immovable assets (including her share in the Said Property) devolved upon her three sons namely, Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law, absolutely and forever, in equal proportions.
19. In the events aforesaid, Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law became the owners of inter-alia the joint and undivided owners of the Said Property each having an undivided 1/3rd share and interest therein.
20. By an Agreement for Sale dated 19th August, 2022 made between Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law and one Pumpkin Properties LLP, the said Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law agreed to sell, transfer and convey the Said Property in favour of Pumpkin Properties LLP for the consideration and subject to the terms and conditions mentioned therein.
21. Pursuant to Clause 2.2 of the said Agreement for Sale dated 19th August, 2022, Pumpkin Properties LLP nominated the Client herein to complete the sale and transfer of the Said Property and Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law agreed to such nomination. Accordingly, by an Agreement for Sale dated 17th February, 2023 made between Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law, Pumpkin Properties LLP and the Client, Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law agreed to sell, transfer and convey the Said Property in favour of the Client (with the confirmation of Pumpkin Properties LLP) for the consideration and subject to the terms and conditions contained therein. Clause 3 of the said Agreement for Sale dated 17th February, 2023 recorded that it will not be necessary for Pumpkin Properties LLP to be a confirming party to the deed of conveyance to be executed by Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law in favour of the Client in respect of the said Property.
22. By a Deed of Conveyance dated 19th May, 2023, the said Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law therein referred to as the vendors sold, transferred and conveyed the Said Property unto and in favour of the the Client herein therein referred to as the purchasers, for the consideration contained in the said Deed of Conveyance. The Deed of Conveyance was registered in the office of the DSR-III, South 24 Parganas in Book No. I, Volume No. 1603-2023, Pages from 231509 to 231539 being No. 160308095 for the year 2023.
23. By a Deed of Surrender dated 19th June, 2023 made by Supriya Finance Limited of the First Part in favour of the Client of the Second Part and registered with the DSR-III South 24 Parganas in Book I, Volume 1603-2023, pages 260763 to 260783, Being no. 160309209 for the year 2023, Supriya Finance Limited gave up, surrendered, released and relinquished all its leasehold rights, entitlements and interests in the Said Property in favour of and unto the Client herein and handed over vacant and free possession of the Said Property to the Client herein.



SCHEDULE 3

[Searches]

Searches have been carried out at the office of the Registrars as per the following parameters and the results have been summarised below:

INDEX – I:

Sl. No.	Names	INDEX-I (Period for Searches)
1.	Radharani Dassi, wife of Kumar Gocool Chunder Law	1950-1955
2.	Murari Charan Law, son of Kumar Gocool Chunder Law	1966-1973
3.	Nayantara Law, wife of Murari Charan Law	1973-2011
4.	Gunanka Churn Law, son of Murari Charan Law	1973-2022
5.	Debanka Churn Law, son of Murari Charan Law	1973-2022
6.	Minanka Churn Law, son of Murari Charan Law	1973-2022
7.	Bajrang Prasad Jalan, son of Seth Mohanlal Jalan	1966-2022
8.	Surpiya Finance Ltd.	1990-2022

INDEX – II:

Sl No.	Names	Period for Searches
1.	3, Dover Park, PS. Ballygunge, South 24 Parganas	1992-2022

1. Registration office searches:

1.1. **ADSR – Sealdah:** The following entries were noted in the ADSR Sealdah:

Year	Deed No.	Entries	Vol. No.	Pg. No.	Remarks
1974	1396	Sale	43	141-149	Does not relate to the Said Property but relates to 12/2A, 12/2B, 12/2C Ballygunge Park Road.

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1974	1419	Sale	43	188-196	Does not relate to the Said Property but relates to 12/2A, 12/2B, 12/2C Ballygunge Park Road.
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1.2. **SRO – Sealdah:** The following entries were noted in the SRO Sealdah:

Year	Deed No.	Entries	Vol. No.	Pg. No.	Area	Remarks
1990	11423	Lease	416	322-324	1 Bigha 9 Cottahs 7 Chittacks 32 sq. ft.	By an Indenture of Assignment dated 7 th July, 1990 and registered with the Registrar of Clacutta in Book I, Volume no. 416, pages 322-334, Being no. 11423 for the year 1990, Bajrang Prasand Jalan assigned his leasehold interest in the Said Property to Supriya Finance Limited valid till 31 st May, 2065.

1.3. **DRO – Alipur:** The following entries were noted in the DRO Alipur:

Year	Deed No.	Entries	Vol. No.	Pg. No.	Area	Remarks
1991	1970	Lease	4	261-270	1 Bigha 15 Cottahs 7 Chittacks	Does not relate to the Said Property but relates to 30, Raja Santosh Road.

1.4. **A.R.A., Kolkata:** The following entries were noted in the ARA - I:

Year	Deed No.	Entries	Vol. No.	Pg. No.	Remarks
1985	12670	Declaration	269	172-177	Does not relate to the Said Property but relates to 30, Raja Santosh Road.
1985	4189	Sale	109	332-365	Does not relate to the Said Property but relates to property at Mouza – Khardahgram
1986	8279	Lease	198	293-310	Does not relate to the Said Property but relates to 2B, Bidhan Sarani

1986	4426	Lease	104	250-278	Does not relate to the Said Property but relates to 30, Raja Santosh Road.
1986	4664	Sale	102	280-292	Does not relate to the Said Property but relates to 1, Dover Park
1986	4274	Lease	194	443-462	Does not relate to the Said Property but relates to 2B, Bidhan Sarani
1987	5416	Sale	41	359-374	Does not relate to the Said Property but relates to plot 1750, village Sariya kala Pargana
1988	694	Lease	35	53-67	Does not relate to the Said Property but relates to 1, Kulia Tangra Second Lane
2004	190103168	Sale	1	1-11	Does not relate to the Said Property but relates to 12, Dover park.
2004	190103169	Sale	1	1-25	Does not relate to the Said Property but relates to 12, Dover park.
2011	190100050	Lease	1	1065-1086	Does not relate to the Said Property but relates to 1, Kulia Tangra Second Lane

It is pertinent to mention herein that, certain documents of registration which have been kept pending are not noted in the index, wherein, searches were made and as such searches of these documents cannot be performed. We may, however, record here that during the course of the above searches, some of the Registers kept at the above registration offices were not produced or found to be badly maintained or missing; many of them in poor condition and several pages of such Registers were either found to be torn or heavily damaged; all these therefore leave a scope of entries, if any, having been recorded on such missing registers, registers not provided, damaged, destroyed and/or torn pages, escaping detection without notice.

2. Litigation Search:

Searches have been carried before the 2nd Civil Judge, Sr. Division and 2nd Civil Judge, Jr. Division at Alipore Court (both online and physical) and the Calcutta High Court (Appellate Side) (only online) for the periods set out below against the name of the relevant individuals to ascertain whether there are any pending suits/ execution proceedings against these individuals:



INDEX – I:

Sl. No.	Names	COURT (Period for Searches)
1.	Gunanka Churn Law, son of Murari Charan Law	2011-2022 (physical) and 2011-2023 (online)
2.	Debanka Churn Law, son of Murari Charan Law	2011-2022 (physical) and 2011-2023 (online)
3.	Minanka Churn Law, son of Murari Charan Law	2011-2022 (physical) and 2011-2023 (online)
4.	Bajrang Prasad Jalan, son of Seth Mohanlal Jalan	2011-2022 (physical) and 2011-2022 (online)
5.	Alka Jalan, wife of Bajrang Prasad Jalan	2011-2023 (online)
6.	Divya Jalan, wife of Sandeep Jalan	2011-2023 (online)
7.	Pragya Jalan, daughter of Sandeep Jalan	2011-2023 (online)
8.	Mihika Jalan, daughter of Sandeep Jalan	2011-2023 (online)
9.	Ishita Jalan, daughter of Sandeep Jalan	2011-2023 (online)
10.	Supriya Finance Ltd.	2012-2022 (manual)

On the basis of the searches carried out, no proceedings are pending and/or disposed of against the abovementioned persons.

Photocopies of the searching receipts (Index I, Index II and Courts [physical searches]) have been annexed to this Report and marked collectively as **Annexure B**.

3. Kolkata Municipal Corporation

As per the information available on the website of the Kolkata Municipal Corporation, there is no outstanding amount due from the present owners of the said Property and all taxes till 30th September 2022 has been paid. The name of Murari Churn Law has been recorded as the owner/ lessor whereas the name of Supriya Finance Limited has been recorded as the lessee.

Certified copy of the Inspection Book as per the records of the Kolkata Municipal Corporation has been obtained for the years 1970-1971 and 1975-1976.

Certified copy of the Inspection Book for the years 1970-1971 and 1975-1976 have been annexed to this Report and marked collectively as **Annexure C**.

4. Applications under the Right to Information Act, 2005

4.1. By a letter dated 5th May, 2022 physically submitted to the S.P.I.O. & Executive Engineer, Chief Valuer & Surveyor Department, Kolkata Municipal Corporation, information regarding the following was sought:

- a) the latest survey report / observation in respect of the said Property including the following information:
 - i. Whether the width, character and alignment of the road in respect of the said Property have been changed;
 - ii. Whether there is any public drain lying under or around the said Property;
 - iii. Whether there are any other observations.

Samvakk Attorneys:

In response to the letter dated 5th May, 2022, reply dated 17th May, 2022 has been received from the Kolkata Municipal Corporation intimating that the information would be provided after depositing of requisite fees under the KMC norms. Copies of the letter dated 5th May, 2022 and the reply received from the Kolkata Municipal Corporation is annexed hereto.

4.2. By a letters bearing reference No. SA/SC/3DOV/44/2022 and SA/SC/3DOV/44A/2022 under section 6 of the Right to Information Act, 2005 and addressed to SPIO, Urban Land Ceiling Branch, information regarding the following was sought:

- a) Details of any Return under Section 6(1) of the Urban Land (Ceiling & Regulation) Act, 1976 ("Act of 1976").
- b) Details of any proceeding pending under the said Act of 1976.
- c) Details of any vesting proceeding affecting the Said Property under the said Act of 1976.

Samvakk Attorneys:

In response to the letters bearing reference No. SA/SC/3DOV/44/2022 and SA/SC/3DOV/44A/2022, the reply of SPIO and Competent Authority, Kolkata bearing Memo No. 413-ULC/KOL/X(RTI)-55/2022 dated 19th December, 2022 has been received wherein it has been stated that the owners of the said Property are Gunanka Churn Law, Debanka Churn Law and Minanka Churn Law, a statement in terms of Section 6(1) of the ULC Act, 1976 has been filed and that no proceedings under Section 8 of the ULC Act, 1976 have been initiated. Copies of the letter bearing reference No. SA/SC/3DOV/44/2022 and SA/SC/3DOV/44A/2022 and the reply received from the SPIO and Competent Authority, Kolkata is annexed hereto.

- 4.3. By a letter bearing reference No. SA/SC/3DOV/43/2022 under section 6 of the Right to Information Act, 2005 and addressed to the Public Information Officer, Law Department, Kolkata Municipal Corporation information regarding any suit or proceeding pending by or against the Kolkata Municipal Corporation in respect of the said Property was sought.

Samyakk Attorneys:

In response to the letter bearing reference No. SA/SC/3DOV/43/2022, reply of the SPIO, Law Dept., Kolkata Municipal Corporation vide Memo No. L-59, Law/RTI/2022 dated 22nd July, 2022 has been received wherein it has been stated that as per the available computer records/ digitized records of the Law Department, KMC, no suits or proceedings, pending by or against the Kolkata Municipal Corporation, regard to the said Property regarding any corporation tax or any other matters is pending, before the Hon'ble High Court at Calcutta, Ld. Sealdah Court, Ld. Alipore Court and the Ld. City Civil Court. Copies of the letter bearing reference No. SA/SC/3DOV/43/2022 and the reply received from the Law Department, KMC is annexed hereto.

- 4.4. By a letter bearing reference No. SA/SC/3DOV/042/2022 under section 6 of the Right to Information Act, 2005 and addressed to the Public Information Officer, KMDA, information regarding any proposed or pending scheme of road widening or road alignment or any other scheme affecting the said Property was sought.

Samyakk Attorneys:

In response letter bearing reference No. SA/SC/3DOV/042/2022 only an internal forwarding letter bearing reference No. KMDA/RTI/1/2006 (IR – 11930) has been received without any concrete reply to the information sought. Copies of the letter bearing reference No. SA/SC/3DOV/042/2022 and the reply received from the KMDA bearing reference No. KMDA/RTI/1/2006 (IR – 11930) is annexed hereto.

- 4.5. By a letter bearing reference No. SA/SC/3DOV/041/2022 under section 6 of the Right to Information Act, 2005 and addressed to the A.P.I.O & Officer-in-Charge, Tangra Regional Thika Tenancy Office information regarding the following was sought:

- a) Whether the said Property is a thika property under the West Bengal Thika Tenancy (Acquisition and Regulation) Act, 2001?
- b) Whether any return has been filed under the West Bengal Thika Tenancy (Acquisition and Regulation) Act, 2001 in respect of the said Property?
- c) Whether any proceeding is pending under the West Bengal Thika Tenancy (Acquisition and Regulation) Act, 2001 (including determination of any return filed) in respect of the said Property?

PC

Samvakk Attorneys:

In response to letter bearing reference No. SA/SC/3DOV/041/2022, the Tangra Regional Thika Tenancy Office transferred the RTI application vide letter dated 18th August, 2022 to the Belvedere Regional Thika Tenancy. Vide letter bearing Memo no. B/159/Inf/K.T.T./2022 the Belvedere Thika Tenancy stated that on verification of the presently available records it appears that no return in Form A specifically in respect of the said Property is found to be submitted within the stipulated period and no question of determination of the same so far arises. Copies of the letter bearing reference No. SA/SC/3DOV/041/2022 and the reply bearing Memo no. B/159/Inf/K.T.T./2022 is annexed hereto.

- 4.6. By a letter bearing reference No. SA/SC/3DOV/040/2022 under section 6 of the Right to Information Act, 2005 and addressed to the SPIO, Assessment & Collection (Revenue - South) Department, information regarding the following was sought:
- a) the quarterly amount of rates and taxes liable to be paid in respect of the said Property and any outstanding dues.
 - b) any renumbering of the said Property or renaming of the adjoining roads.

Samvakk Attorneys:

In response to letter bearing reference No. SA/SC/3DOV/040/2022, Letter bearing reference No. RTI/167/122-23 has been received from the Office of the Assessor-Collector (South), Kolkata Municipal Corporation wherein it has been stated that with effect from 3/1970-71, the premises No. and road name of the Said Property has not been changed. Copies of the letter bearing reference No. SA/SC/3DOV/040/2022 and the Letter bearing reference No. RTI/167/122-23 is annexed hereto.

- 4.7. By a letter bearing reference no. SA/SC/3DOV/61/2022 under section 6 of the Right to Information Act, 2005 and issued to the SPIO, Land Acquisition Department, information regarding any acquisition proceedings, if any, since 1894, which have been proposed and/or are pending against the Said Property was sought.

Samvakk Attorneys:

No reply to the letter bearing reference no. SA/SC/3DOV/61/2022 has been received by us. Copy of the letter bearing reference no. SA/SC/3DOV/61/2022 is annexed hereto.

Photocopies of our RTI applications and originals of the replies received have been annexed to this Report and marked collectively as **Annexure D**.

SCHEDULE 4

(Disclaimer)

Our observations as provided in this Report are based on the assumptions provided below:-

1. We have assumed the capacity of all natural persons, genuineness of all signatures, the conformity and the authenticity of all documents provided as original, and the conformity of the copies or extracts provided to me with that of the original documents. We have also assumed the genuineness of the contents and authority of the sender in respect of the e-mail messages and their attachments received by us.
2. We have assumed that the documents provided to us in connection with any particular issue are the only documents relating to such issue.
3. Where such documents/records were not available for review, we had relied upon the veracity of statements made.
4. Valuation and physical verification of the said Property are not part of our scope of work, hence we have not examined the value or conducted any physical search/verification of the said Property nor have we examined the issues of physical possession. Further, specific verification of the plan of the Said Property provided to us with the records of the Kolkata Municipal Corporation could not be done by us.
5. The decision of proceeding with or consummating any transaction on the basis of this Report lies solely with Client and our findings documented in this Report shall not, in any way, constitute a recommendation as to Client or any other person should (or should not) consummate any transaction.
6. This Report is only a limited to the searches conducted/to be conducted by the agents as mentioned hereinabove and should not be treated as report on the title of said Property and this Report is based on the photocopies of documents as supplied to us and the search reports conducted/ to be conducted by the agents as mentioned hereinabove.
7. Please note that the process of searches in the registry offices and/or governmental offices and/or court is often not reliable since the records are not updated/maintained properly and/or not provided for inspection. We did not opine on the validity, adequacy or completeness of such search reports. We have not done searches at any other government offices and/or revenue and/or tax departments and/or municipal body. Therefore, we cannot comment whether any revenue, attachment proceeding and tax dues are pending or not with respect to the said Property.
8. It has been assumed that there are no facts or circumstances in existence and no events have occurred and /or brought to our notice which has rendered the title documents and/or other documents void or voidable or capable of rescission for any fraud or misrepresentation on the part of any party.
9. To the extent that this Report contains or refers to reports, memoranda, lists, information, opinions or advice from any other person, that person remains exclusively responsible for the contents of such reports, memoranda, lists, information, opinions or advice.

10. We also make it clear that our liability is only limited to the extent of the professional fees received for rendering such Report.
11. We also advise you to make local inspection and enquire with regard to the possession and occupants of the said Property.

For Samyakk Attorneys



Name: Pulkit Chandak

Place: Kolkata

Date: 19th June, 2023