

3rd April 2024

To,

DTC Projects Private Limited

1, Netaji Subhas Road, 1st Floor,

Kolkata - 700001, West Bengal, India

Kind Attn.: Mr. Pratyush Jalan / Mr. Ravi Khaitan

Sub: Report on Title of the Subject Property:

R.S. Dag No. 322, corresponding to L.R. Dag No. 322

1. Description of Subject Property:

ALL ALL THAT the piece and parcel of "**Bastu**" land measuring about **3.42 (Three Point Four Two) decimal** out of the total land measuring 08 satak/decimal, comprised in a portion of R.S. Dag No. 322, corresponding to L.R. Dag No. 322, recorded under present L.R. Khatian No. 4096, within Mouza- Abdalpur J.L. No. 53, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas, West Bengal.

2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned):

- a. Indenture of conveyance dated 09.07.1985 between Sabita Deb, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and registered in the office of the Sub- Registrar, Barasat, Being No. 6190 for the year 1985.
- b. Indenture of conveyance dated 27.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Vicinity Projects L.L.P., being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8137 for the year 2016.
- c. Mutation Certificate issued by the Madhyamgram Municipality for Vicinity Projects L.L.P., Holding No. being 178/32, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.
- d. Conversion Certificates issued by the Block Land & Land Reforms Officer, Barasat-II, North 24 Parganas in respect of L.R. Plot No. 322 all within Mouza- Abdalpur, J.L. No. 53, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas. It appears from the said Conversion Certificate that the Subject Property stands converted to 'Bahutal Abasan'



3. Search Report:

I have caused searches to be made (as per details given below) and the findings are as follows:

a. Registration Office Searches:

- i. Searches have been caused to be conducted in the office of (1) Additional District Sub-Registrar, Barasat, (2) District Sub Registrar-I, Barasat, (3) District Sub Registrar-II, Barasat, (4) District Sub Registrar-III, Barasat, (5) Registrar of Assurance-I, Kolkata, (6) Registrar of Assurance-II, Kolkata, (7) Registrar of Assurance-III, Kolkata, (8) Registrar of Assurance-IV, Kolkata, during the year 1993 till 2023 and as per records available, no adverse entry during this period with respect to the Subject Property is found in **Index II** as also in **Index I**.
- ii. One development agreement dated 31.07.2020, however, by and between one Aagrahsheel Agencies and others, being the "Landlord" of the one part and Arrjavv Builders Pvt. Ltd., being the "Developer" of the other part, was found to have been registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 2350 for the year 2020.
- iii. The said development agreement dated 31.07.2020 was, however, found to have been cancelled by a cancellation deed dated 14.08.2023, registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 4701 of the year 2023.
- iv. Since the aforesaid registered development agreement dated 31.07.2020 has since been cancelled by a registered cancellation deed dated 14.08.2023, there appears to be no existing agreement of any nature on the Subject Property.
- v. Apart from the above, no entry has been found affecting the Subject Property.
- vi. With regard to the said searches, I would like to specifically mention the following:
 - I. Since the time of computerization of records, the registration offices do not maintain Indices for public inspection and the clerk sitting on the computer gives oral details to the searcher in respect of the concerned property and as such my report is based on such oral information.
 - II. Since the introduction of Section 47A of the Indian Stamp Act, 1899 as applicable to West Bengal, "pending" documents get recorded in Indices only upon payment of deficit stamp duty and deficit registration fee applicable on such documents, although they take effect from the date of the execution of such documents and as such my report is based on the documents already recorded in the Indices on the date of causing the searches.



- b. **Court Searches:** Information obtained from the Courts of Learned Civil Judge (Senior Division) and Learned Civil Judge (Junior Division) at Barasat, for the period 2012 to 2023, have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner of the Subject Property (Chemicals India Manufacturing and Marketing Private Limited and/or it's Director namely Yamini Khandelwal) during the period 2012 till the date of causing the searches.
- c. **B.L & L.R.O:** Dag information has been obtained from the official website of the Government of West Bengal, i.e., "banglarbhumigov.in", in respect of L.R. Dag No. 322 within Mouza- Abdalpur, J.L. No. 53, Police Station- Barasat, within the limits of Barasat Municipality, district - North 24 Parganas which is found to record the name of the present Owners of the Subject Property.
- d. **Land Acquisition Department, North 24 Parganas, Barasat:** Official information with respect to the acquisition findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali, to the Land Acquisition Department, District Magistrate & Collectorate, North 24 Parganas, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- e. **Urban Land Ceiling Department, North 24 Parganas:** Official information with respect to the Urban Land Ceiling Department findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali to the ULC Department, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- f. **CERSAI:** As per searches at the records maintained by the Central Registry of Securitization Asset Reconstruction and Security Interest, upon payment of prescribed fees under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (Central Registry) Rules, 2011, no adverse entry has been found.
- g. **National Company Law Tribunal, Kolkata:** Information obtained from online portal from the year 2012 to 2023 have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner (Chemicals India Manufacturing And Marketing Private Limited and/or it's Director namely Yamini Khandelwal, Suraj Khandelwal and Bipin Chandra Shah) of the Subject Property.

4. **Devolution on Title as per Document/Searches:**

WHEREAS one Md. Rafiqul Islam and others jointly owned, amongst other lands/properties, **ALL THAT** the land measuring about **06 (Six) acres 30.75 (Thirty Point Seventy Five) decimal** comprised within R.S. Dag No. 322 and its corresponding L.R. Dag No. 322, J.L. No. 53, situated in Mouza- Abdalpur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal by virtue of Registered Patta dated 19.09.1955 at the annual rent of Rs. 35.00 (Rupees Thirty-Five only) payable to the State of West Bengal.



AND WHEREAS the said Rafiqul Islam had sold away **ALL THAT** the land measuring **10 (Ten) decimal** from his undivided share as abovesaid in R.S. Dag No. 322 under Khatian No. 302 to one Md. Yakub Ali by a Kobala No. 9957 dated 17.11.1958.

AND WHEREAS the said Md. Yakub Ali had sold **ALL THAT** the said land measuring **10 (Ten) decimal** from his undivided share as abovesaid in R.S. Dag No. 322 under Khatian No. 302 to one Sree Sankar Lal Karmakar by a Kobala No. 9147 dated 19.11.1964.

AND WHEREAS the said Sree Sankar Lal Karmakar had sold away **ALL THAT** piece and parcel of land measuring **05 (Five) decimal** comprised within R.S. Dag No. 322, J.L. No. 53, situated Mouza- Abdalpur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal to one Smt. Sabita Deb by a Kobala No. (Illegible) dated 18.07.1968, recorded in Book No. I, Volume No. 107, pages 243 to 246 and registered at Barasat Sub Registry.

AND WHEREAS the said Smt. Sabita Deb, further, sold away, **ALL THAT** piece and of land measuring **3.42 (Three point Forty One) decimal** [out of the abovesaid 5 (Five) decimal] comprised within R.S. Dag No. 322 and its corresponding L.R. Dag No. 322, J.L. No. 53, situated Mouza- Abdalpur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal to and/or in favour of one Chemicals India Manufacturing and Marketing Private Limited by a deed of conveyance dated 09.07.1985 being No. 6190 for the year 1985.

AND WHEREAS by an indenture of conveyance dated 27.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 214979 to 215009, Being No. 8137 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Vicinity Projects L.L.P., being the purchaser of the other part, **ALL THAT** the said land measuring **03.42 (Three Point Forty Two) decimal** [out of 05 (Five) decimal] comprised within R.S. Dag No. 322 and its corresponding L.R. Dag No. 322, J.L. No. 53, situated Mouza- Abdalpur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Vicinity Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Vicinity Projects L.L.P. could get its name recorded as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4096, only to the extent of 2.42 (Two Point Four Two) decimal of land instead of 03.41 (Three point Four One) decimal so purchased.

5. Observations and Conclusions (Based on the Documents Supplied and/or the Search Results:

- a. Let it be mentioned that as per the "Banglarbhumii" website Vicinity Projects L.L.P. could get its name recorded as the owner of the aforesaid land in the records maintained by the concerned BL & LRO only to the extent of 2.42 (Two Point Four Two) decimal of land instead of 03.41 (Three Point Four One) decimal so purchased.



- b. Let it be further mentioned that it appears from the Dag details obtained from search records as well as from the "Banglarbhoomi" website that 5.16 (Five Point One Six) decimal of land is lying recorded in the name of Pradip Kumar Ghosh, Rinku Pal, Sampa Pradhan and Nipa Ghosh, each having 1.29 (One Point Two Nine) decimal respectively under LR Khatian Nos. 6325, 6326, 6327 and 6328.
- c. Save and subject what has been stated herein above, in my view, the Subject Property appears to be free from encumbrances and have a marketable title respectively in the name of the present owner being Vicinity Projects L.L.P., of the Subject Property.

6. Disclaimers:

The scope of my report is limited by the following general parameters:

- a. I have assumed that the copies of the documents provided to me:
 - i. bear the genuine signatures, dates, stamps, seals and other markings and are true copies of the originals;
 - ii. are the only documents available with the client as aforesaid relating to the title of the Subject Property;
 - iii. have not been superseded by any other document not made available to me for whatever reason.
- b. My report relates only to searches caused to be conducted by me and does not relate to any other encumbrance and/or charge including those created, if any, by operation of law, like statutory charges on default of payment of income tax, sales tax, other government dues etc.
- c. This report is addressed to and is solely for the benefit of my client as aforesaid.
- d. No person other than my client as aforesaid shall, except with my consent, rely on this report or any part thereof. I shall not be liable in any manner if a third party relies on this report, with or without my consent.

Yours faithfully,

ADVOCATE
(Chandan Prakash Makarania)
Advocate, Calcutta High Court
CPK LEGAL

Encl:

1. Search Notes and Reports:

- a. Registration Office Searches of the Subject Property
- b. Court Searches
- c. BL&LRO
- d. Land Acquisition Department, North 24 Parganas, Barasat
- e. Urban Land Ceiling Department, North 24 Parganas
- f. CERSAI

2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned) as mentioned in Point No. 2 above (All Documents for all Dag Numbers handed over together separately)



3rd April 2024

To,

DTC Projects Private Limited

1, Netaji Subhas Road, 1st Floor,

Kolkata - 700001, West Bengal, India

Kind Attn.: Mr. Pratyush Jalan / Mr. Ravi Khaitan

Sub: Report on Title of the Subject Property:

R.S. Dag No. 322/1145, corresponding to L.R. Dag No. 322/1145

1. Description of Subject Property:

ALL THAT the piece and parcel of "Bastu" land measuring about **11 (Eleven) decimal** out of the total land measuring 11 satak/decimal, comprised in a portion of R.S. Dag No. 322/1145, corresponding to L.R. Dag No. 322/1145, recorded under present L.R. Khatian No. 4094 and 4096, within Mouza- Abdalpur, J.L. No. 53, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas, West Bengal.

2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned):

- a. Indenture of conveyance dated 15.08.1992 between Md. Yunus & Ors., being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and registered in the office of the District Registrar, Barasat, Being No. 6045 for the year 1992.
- b. Indenture of conveyance dated 20.08.1992 between Md. Yunus & Ors. the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited as the purchaser of the other part and registered in the office of the District Registrar, Barasat, Being No. 6046 for the year 1992.
- c. Indenture of conveyance dated 27.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Vedamini Builders L.L.P., being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8136 for the year 2016.
- d. Indenture of conveyance dated 27.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Vicinity Projects L.L.P, being the purchaser of the other part and registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8137 for the year 2016.
- e. Mutation Certificate issued by the Madhyamgram Municipality in the name of (1) Vedamini Builders L.L.P., and (2) Vicinity Projects L.L.P., Holding Nos. for each of them being, 178/29 and, 178/32, respectively, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.



- f. Conversion Certificates issued by the Block Land & Land Reforms Officer, Barasat-II, North 24 Parganas in respect of L.R. Plot No. 322/1145 all within Mouza- Abdalpur, J.L. No. 53, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas. It appears from the said Conversion Certificate that the Subject Property stands converted to 'Bahutal Abasan'.

3. Search Report:

I have caused searches to be made (as per details given below) and the findings are as follows:

a. Registration Office Searches:

- i. Searches have been caused to be conducted in the office of (1) Additional District Sub-Registrar, Barasat, (2) District Sub Registrar-I, Barasat, (3) District Sub Registrar-II, Barasat, (4) District Sub Registrar-III, Barasat, (5) Registrar of Assurance-I, Kolkata, (6) Registrar of Assurance-II, Kolkata, (7) Registrar of Assurance-III, Kolkata, (8) Registrar of Assurance-IV, Kolkata, during the year 1993 till 2023 and as per records available, no adverse entry during this period with respect to the Said Property is found in **Index II** as also in **Index I**.
- ii. One development agreement dated 31.07.2020, however, by and between one Aagrahsheel Agencies and others, being the "Landlord" of the one part and Arrjavv Builders Pvt. Ltd., being the "Developer" of the other part, was found to have been registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 2350 for the year 2020.
- iii. The said development agreement dated 31.07.2020 was, however, found to have been cancelled by a cancellation deed dated 14.08.2023, registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 4701 of the year 2023.
- iv. Since the aforesaid registered development agreement dated 31.07.2020 has since been cancelled by a registered cancellation deed dated 14.08.2023, there appears to be no existing agreement of any nature on the Subject Property.
- v. Apart from the above, no entry has been found affecting the Subject Property.
- vi. With regard to the said searches, I would like to specifically mention the following:
 - I. Since the time of computerization of records, the registration offices do not maintain Indices for public inspection and the clerk sitting on the computer gives oral details to the searcher in respect of the concerned property and as such my report is based on such oral information.



II. Since the introduction of Section 47A of the Indian Stamp Act, 1899 as applicable to West Bengal, "**pending**" documents get recorded in Indices only upon payment of deficit stamp duty and deficit registration fee applicable on such documents, although they take effect from the date of the execution of such documents and as such my report is based on the documents already recorded in the Indices on the date of causing the searches.

- b. **Court Searches:** Information obtained from the Courts of Learned Civil Judge (Senior Division) and Learned Civil Judge (Junior Division) at Barasat, for the period 2012 to 2023, have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner of the Said Property (Chemicals India Manufacturing and Marketing Private Limited and/or it's Director namely Yamini Khandelwal) during the period 2012 till the date of causing the searches.
- c. **B.L & L.R.O:** Dag information has been obtained from the official website of the Government of West Bengal, i.e., "banglarbhumigov.in", in respect of L.R. Dag No. 322/1145 within Mouza- Abdalpur, J.L. No. 53, Police Station- Barasat, within the limits of Barasat Municipality, district - North 24 Parganas which is found to record the name of the present Owners of the Said Property.
- d. **Land Acquisition Department, North 24 Parganas, Barasat:** Official information with respect to the acquisition findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali, to the Land Acquisition Department, District Magistrate & Collectorate, North 24 Parganas, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- e. **Urban Land Ceiling Department, North 24 Parganas:** Official information with respect to the Urban Land Ceiling Department findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali to the ULC Department, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- f. **CERSAI:** As per searches at the records maintained by the Central Registry of Securitization Asset Reconstruction and Security Interest, upon payment of prescribed fees under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (Central Registry) Rules, 2011, no adverse entry has been found.
- g. **National Company Law Tribunal, Kolkata:** Information obtained from online portal from the year 2012 to 2023 have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner (Chemicals India Manufacturing And Marketing Private Limited and/or it's Director namely Yamini Khandelwal, Suraj Khandelwal and Bipin Chandra Shah) of the Said Property.



4. **Devolution on Title as per Document/Searches:**

WHEREAS one Rafiqul Islam, Jamirul Hasan, Seikh Yakub and Seikh Abdar Rahim had a *jama* of Rupee one only under the then superior lady Papu Bala Devi in respect of land measuring 08 (Eight) decimal under R.S. Dag No. 322 and **ALL THAT** the land measuring **11 (Eleven) decimal** under R.S. Dag No. 322/1145 under Khatian No. 527, J.L. No. 53 Mouza- Abdalpur, Barasat, North 24 Parganas.

AND WHEREAS in the said Khatian Rafiqul Islam had his 3 Annas 6 Gonda 2 Karat 2 Krinti share, Jamirul Hasan had his 3 Annas 6 Gonda 2 Karat 2 Krinti share, Sk. Yakub had his 4 Annas 13 Gonda 1 Karat 1 Krinti share and Sk. Abdar Rahim had his 4 Annas 13 Gonda 1 Karat 1 Krinti share and accordingly their names were duly recorded in the finally published Revisional Settlement Record of Rights.

AND WHEREAS by an amicable partition in between the co-shares, Rafiqul Islam and Jamirul Islam got their respective allotment in respect of land measuring 8 (Eight) decimal comprised within R.S. Dag No. 322 and Sk. Yakub and Sk. Abdar Rahim got their respective allotment, in respect of land measuring **11 (Eleven) decimal** comprised within R.S. Dag No. 322/1145 in Mouza- Abdalpur.

AND WHEREAS the said Sk. Yakub died intestate leaving behind his widow Marium Bibi, three sons namely Yunus Ali, Abdul Momen, and Saikhu Zzaman and four married daughters namely Mst. Achiya Khatoon, Majida Khatoon, Mahafuza Khatoon and Rasida Khatoon as his legal heirs, who jointly inherited and became the joint owners of their respective shares of the share of the said Sk. Yakub, since deceased, comprised in R.S. Dag No. 322/1145 in Mouza- Abdalpur.

AND WHEREAS the said Sk. Abdar Rahim died intestate leaving his only daughter Marium Khatoon as his legal heir, who inherited and became owner of the share of said Sk. Abdar Rahim, since deceased, comprised in R.S. Dag No. 322/1145 in Mouza- Abdalpur.

AND WHEREAS the abovenamed legal heirs of Sk. Yakub and others jointly sold, transferred and/or conveyed to Chemicals India Manufacturing and Marketing Private Limited **ALL THAT 05 (Five) decimal** in R.S. Dag No. 322/1145, Khatian No. 527, J.L. No. 53, Mouza Abdalpur, by a deed of conveyance dated 15.08.1992, registered at the office at District Sub Registry, Barasat and recorded in Book No. I, Volume No. 88, Pages 396 to 409, Being No. 6045 for the year 1992.

AND WHEREAS the said legal heir of Sk. Yakub and Sk. Abdar Rahim jointly sold transferred and/or conveyed to Chemicals India Manufacturing and Marketing Private Limited **ALL THAT 05 (Five) decimal** in R.S. Dag No. 322/1145, Khatian No. 527, J.L. No. 53, Mouza Abdalpur, by another deed of conveyance dated 20.08.1992, registered at the office at District Sub Registry, Barasat and recorded in Book No. I, Volume No. 88, Pages 410 to 424, Being No. 6046 for the year 1992.

AND WHEREAS by an indenture of conveyance dated 27.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 214948 to 214978, Being No. 8136 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one



Vedamini Builders L.L.P, being the purchaser of the other part, **ALL THAT** the and measuring **09 (Nine) decimal** [out of 11 (Eleven) decimal] comprised within R.S. Dag No. 322/1145, corresponding to L.R. Dag No. 322/1145, J.L. No. 53, under Mouza-Abdalpur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the purchaser, i.e., the said Vedamini Builders L.L.P became the owner of the land so purchased.

AND WHEREAS the said Vedamini Builders L.L.P could get its name recorded as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No 4094 only to the extent of 7.50 (Seven Point Five Zero) decimal of land instead of 09 (Nine) decimal), so purchased. The balance land is yet to be mutated in the name of Vedamini Builders L.L.P.

AND WHEREAS by another indenture of conveyance dated 27.10.2016 registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, recorded in Book No. I, Volume No. 1503-2016, Pages from 214979 to 215009, Being No. 8137 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, duly for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Vicinity Projects L.L.P, being the purchaser of the other part. **ALL THAT** the land measuring **02 (Two) decimal** [out of 11 (Eleven) decimal] comprised within R.S. Dag No. 322/1145, corresponding to L.R. Dag No. 322/1145, J.L. No. 53, under Mouza-Abdalpur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Vicinity Projects L.L.P became the owner of the land so purchased.

AND WHEREAS the said Vicinity Projects L.L.P duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4096.

AND WHEREAS pursuant to the above, the said Vedamini Builders L.L.P. (having purchased 9 decimal of land as aforesaid) and Vicinity Projects L.L.P. (having purchased 2 decimal of land as aforesaid) became the joint owner of **ALL THAT** the land measuring **11 (Eleven) decimal** R.S. Dag No. 322/1145 at Mouza-Abdalpur.

5. Observations and Conclusions (Based on the Documents Supplied and/or the Search Results:

- a. Let it be mentioned that in the abovesaid deeds of conveyance being no 6045 and 6046, only 10 (Ten) decimal has been conveyed to the said Chemicals India Manufacturing and Marketing Private Limited and further, 11 (Eleven) decimal has been conveyed to Vedamini Builders L.L.P and Vicinity Projects L.L.P by the said Chemicals India Manufacturing and Marketing Private Limited. It is not understood or could be discovered why is there a difference of 1 (One) decimal.
- b. Let it be further mentioned that it appears from the Dag details obtained from search records as well as from the "Banglarbhoomi" website that 1.50 (One Point Five Zero) decimal of land is still lying recorded in the name of Pradip Kumar Ghosh, Rinku Pal, Sampa Pradhan and Nipa Ghosh respectively under LR Khatian Nos. 6325, 6326, 6327 and 6328.



- c. Let it be also mentioned that in deeds of conveyance till the lands was conveyed to Chemicals India Manufacturing and Marketing Private Limited, the R.S. Dag No. is mentioned as 322/1145, however, in the deeds of conveyance, whereby Chemicals India Manufacturing and Marketing Private Limited has conveyed lands to Vedamini Builders L.L.P and Vicinity Projects L.L.P., the R.S. Dag No. is mentioned as 337/1145. It is understood that the correct R.S. Dag No. is 322/1145 and not 337/1145. Further, while in Deed Nos. 8134, 8135, 8136, 8137, 8138, 8140 and 8141, the corresponding L.R. Dag No. is correctly mentioned as 322/1145, in other deeds, the corresponding L.R. Dag No. is incorrectly mentioned as L.R. Dag No. 337/1147.
- d. Save and subject what has been stated herein above, in my view, the Subject Property appears to be free from encumbrances and have a marketable title respectively in the name of the present owners being (1) Vedamini Builders L.L.P., and (2) Vicinity Projects L.L.P. for their respective portions of the Subject Property.

6. Disclaimers:

The scope of my report is limited by the following general parameters:

- a. I have assumed that the copies of the documents provided to me:
- i. bear the genuine signatures, dates, stamps, seals and other markings and are true copies of the originals;
 - ii. are the only documents available with the client as aforesaid relating to the title of the Said Property;
 - iii. have not been superseded by any other document not made available to me for whatever reason.
- b. My report relates only to searches caused to be conducted by me and does not relate to any other encumbrance and/or charge including those created, if any, by operation of law, like statutory charges on default of payment of income tax, sales tax, other government dues etc.
- c. This report is addressed to and is solely for the benefit of my client as aforesaid.
- d. No person other than my client as aforesaid shall, except with my consent, rely on this report or any part thereof. I shall not be liable in any manner if a third party relies on this report, with or without my consent.

Yours faithfully,


(Chandra Prakash Kakarania)
Advocate, Calcutta High Court
CPK LEGAL

Encl:

1. Search Notes and Reports:

- a. Registration Office Searches of the Subject Property
 - b. Court Searches
 - c. BL&LRO
 - d. Land Acquisition Department, North 24 Parganas, Barasat
 - e. Urban Land Ceiling Department, North 24 Parganas
 - f. CERSAI
2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned) as mentioned in Point No. 2 above (All Documents for all Dag Numbers handed over together separately)



3rd April 2024

To,

DTC Projects Private Limited

1, Netaji Subhas Road, 1st Floor,
Kolkata - 700001, West Bengal, India

Kind Attn.: Mr. Pratyush Jalan / Mr. Ravi Khaitan

Sub: Report on Title of the Subject Property:

R.S. Dag No. 323, corresponding to L.R. Dag No. 323

1. Description of Subject Property:

ALL THAT the piece and parcel of "Sali" land measuring about **05 (Five) decimal** out of the total land measuring 11 Satak/decimal, comprised in a portion of R.S. Dag No. 323, corresponding to L.R. Dag No. 323, recorded under present L.R. Khatian No. 4095, within Mouza- Abdalpur J.L. No. 53, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas, West Bengal.

2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned):

- a. Indenture of conveyance dated 29.03.1985 between Parimal Chandra Basu, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and registered in the office of the Registrar of Assurances, Calcutta, Being No. 4849 for the year 1985.
- b. Indenture of conveyance dated 29.03.198 between Monjusree Basu, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part, and registered in the office of the Registrar of Assurances, Calcutta, Being No. 4850 for the year 1985.
- c. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Tranche Builders L.L.P., being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 7510 for the year 2016.
- d. Mutation Certificate issued by the Madhyamgram Municipality for Tranche Builders L.L.P. Holding No. being 178/15, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.
- e. Conversion Certificates issued by the Block Land & Land Reforms Officer, Barasat-II, North 24 Parganas in respect of L.R. Plot No. 323 all within Mouza- Abdalpur, J.L. No. 53, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas. It appears from the said Conversion Certificate that the Subject Property stands converted to 'Bahutal Abasan'.



3. Search Report:

I have caused searches to be made (as per details given below) and the findings are as follows:

a. Registration Office Searches:

- i. Searches have been caused to be conducted in the office of (1) Additional District Sub-Registrar, Barasat, (2) District Sub Registrar-I, Barasat, (3) District Sub Registrar-II, Barasat, (4) District Sub Registrar-III, Barasat, (5) Registrar of Assurance-I, Kolkata, (6) Registrar of Assurance-II, Kolkata, (7) Registrar of Assurance-III, Kolkata, (8) Registrar of Assurance-IV, Kolkata, during the year 1993 till 2023 and as per records available, no adverse entry during this period with respect to the Subject Property is found in **Index II** as also in **Index I**.
- ii. One development agreement dated 31.07.2020, however, by and between one Aagrahsheel Agencies and others, being the "Landlord" of the one part and Arrjavv Builders Pvt. Ltd., being the "Developer" of the other part, was found to have been registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 2350 for the year 2020.
- iii. The said development agreement dated 31.07.2020 was, however, found to have been cancelled by a cancellation deed dated 14.08.2023, registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 4701 of the year 2023.
- iv. Since the aforesaid registered development agreement dated 31.07.2020 has since been cancelled by a registered cancellation deed dated 14.08.2023, there appears to be no existing agreement of any nature on the Subject Property.
- v. Apart from the above, no entry has been found affecting the Subject Property.
- vi. With regard to the said searches, I would like to specifically mention the following:
 - I. Since the time of computerization of records, the registration offices do not maintain Indices for public inspection and the clerk sitting on the computer gives oral details to the searcher in respect of the concerned property and as such my report is based on such oral information.
 - II. Since the introduction of Section 47A of the Indian Stamp Act, 1899 as applicable to West Bengal, "**pending**" documents get recorded in Indices only upon payment of deficit stamp duty and deficit registration fee applicable on such documents, although they take effect from the date of the execution of such documents and as such my report is based on the documents already recorded in the Indices on the date of causing the searches.



- b. **Court Searches:** Information obtained from the Courts of Learned Civil Judge (Senior Division) and Learned Civil Judge (Junior Division) at Barasat, for the period 2012 to 2023, have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner of the Subject Property (Chemicals India Manufacturing and Marketing Private Limited and/or it's Director namely Yamini Khandelwal) during the period 2012 till the date of causing the searches.
- c. **B.I & L.R.O:** Dag information has been obtained from the official website of the Government of West Bengal, i.e., "banglarbhumigov.in", in respect of L.R. Dag No. 323 within Mouza- Abdalpur, J.L. No. 53, Police Station- Barasat, within the limits of Barasat Municipality, district - North 24 Parganas which is found to record the name of the present Owners of the Subject Property.
- d. **Land Acquisition Department, North 24 Parganas, Barasat:** Official information with respect to the acquisition findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali, to the Land Acquisition Department, District Magistrate & Collectorate, North 24 Parganas, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- e. **Urban Land Ceiling Department, North 24 Parganas:** Official information with respect to the Urban Land Ceiling Department findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali to the ULC Department, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- f. **CERSAI:** As per searches at the records maintained by the Central Registry of Securitization Asset Reconstruction and Security Interest, upon payment of prescribed fees under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (Central Registry) Rules, 2011, no adverse entry has been found.
- g. **National Company Law Tribunal, Kolkata:** Information obtained from online portal from the year 2012 to 2023 have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner (Chemicals India Manufacturing And Marketing Private Limited and/or it's Director namely Yamini Khandelwal, Suraj Khandelwal and Bipin Chandra Shah) of the Subject Property.

4. Devolution on Title as per Document/Searches:

WHEREAS one Sheikh Golam Rasul, Sheikh Nur Hosein, Mosammat Huran Neecha Bibi, Sheikh Ali Husein, Seikh Natiar Rahman, Anoara Khatun Manjura Khatun, Babeya Khatun, Ahamed Ali, Sahadat Ali, Aklima Bibi, Saheb Ali, Choban Mondal, Sahadat Ali, were the joint owners of **ALL THAT** the land measuring **02 (Two) decimal** [out of 4.5 (Four Point Five) decimal from out of 11 (Eleven) decimal] in R.S. Dag No. 323, Khatian No. 205 and 520 at Mouza- Abdalpur.

AND WHEREAS the aforesaid joint owners sold, transferred and conveyed, amongst other lands/properties, **ALL THAT** the piece and parcel of land measuring **02 (Two) decimal** [out of 4.5 (Four Point Five) decimal from out of 11 (Eleven) decimal] in R.S.



Dag No. 323, Khatian No. 205 and 520 at Mouza- Abdalpur in favour of one Parimal Chandra Basu by way of deed of conveyance dated 03.03.1980, registered at the office at the Sub- Registrar, Barasat and recorded in Book No. I, Volume No. 22, Pages from 238 to 243, Being No. 1487 for the year 1980.

AND WHEREAS the said Parimal Chandra Basu sold, transferred and conveyed in favour of one Chemicals India Manufacturing and Marketing Private Limited **ALL THAT** the piece and parcel of land measuring **02 (Two) decimal** [out of 4.5 (Four Point Five) decimal from out of 11 (Eleven) decimal] in Dag No. 323, Khatian No. 205 and 520 at Mouza- Abdalpur J.L. No. 53, Barasat, North 24 Parganas, by way of deed of conveyance dated 29.03.1985, registered at the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 85, Pages from 310 to 325, Being No. 4849 for the year 1985.

AND WHEREAS one Rabeya Khatun sold, transferred and conveyed **ALL THAT** land measuring **2.5 (Two Point Five) decimal** [out of 4.5 (Four Point Five) decimal] from out of 11 (Eleven) decimal in R.S. Dag No. 323 in Mouza-Abdalpur, P.S. - Barasat North 24 Parganas in favour of one Monjusree Basu by a deed of conveyance registered on 03.03.1980, registered with the Sub-Registrar of Barasat and recorded therein in Book no.- I, Volume number- 22, Pages 244-249, Being No. 1488 for the year 1980.

AND WHEREAS the said Monjusree Basu sold, transferred and conveyed by deed of conveyance dated 29.03.1985, registered at the office at the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 85, Pages from 324 to 341, Being No. 4850 for the year 1985 in favour of the said Chemicals India Manufacturing and Marketing Private Limited, amongst other lands/properties **ALL THAT** the piece and parcel of land measuring about **2.5 (Two Point Five) decimal** [out of 4.5 (Four Point Five) decimal out of 11 (Eleven) decimal] in R.S. Dag No. 323, Khatian No. 205 and 520 J.L. No. 53, Mouza Abdalpur P.S Barasat North 24 Parganas.

AND WHEREAS by an indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 198442 to 198474, Being No. 7510 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Tranche Builders L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **05 (Five) decimal** [out of 11 decimal comprised within R.S. Dag No. 323 and corresponding L.R Dag No. 323, J.L. No. 53, under Mouza- Abdalpur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Tranche Builders L.L.P., became the owner of the land so purchased.

AND WHEREAS the said Tranche Builders L.L.P. duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4095 to the extent of 05 (Five) decimal.

AND WHEREAS pursuant to the above, the said Tranche Builders L.L.P. became the owner of **ALL THAT** the portion of land measuring **05 (Five) decimal** comprised within R.S. Dag No. 323 and corresponding L.R Dag No. 323, J.L. No. 53, under Mouza-Abdalpur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal.



Encl:

1. Search Notes and Reports:

- a. Registration Office Searches of the Subject Property
- b. Court Searches
- c. BL&LRO
- d. Land Acquisition Department, North 24 Parganas, Barasat
- e. Urban Land Ceiling Department, North 24 Parganas
- f. CERSAI

2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned) as mentioned in Point No. 2 above (All Documents for all Dag Numbers handed over together separately)



3rd April 2024

To,
DTC Projects Private Limited
1, Netaji Subhas Road, 1st Floor,
Kolkata - 700001, West Bengal, India

Kind Attn.: Mr. Pratyush Jalan / Mr. Ravi Khaitan

Sub: Report on Title of the Subject Property:
R.S. Dag No. 1452, corresponding to L.R. Dag No. 330

1. Description of Subject Property:

ALL THAT the piece and parcel of "Danga" land measuring about **19 (Nineteen) decimal** out of the total land measuring 43 satak/decimals, comprised in a portion of **R.S. Dag No. 1452, corresponding to L.R. Dag No. 330**, recorded under present L.R. Khatian No. 4802, 4822 and 4834, within Mouza - Humalpur, Badu Road (off-road) J.L. No. 52, Police Station - Barasat, within the limits of Barasat Municipality, District - North 24 Parganas, West Bengal.

2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned):

- a. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Agrahkosh Builders L.L.P., being the purchaser of the other part, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8316 for the year 2016.
- b. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Agrasheel Agencies L.L.P., being the purchaser of the other part, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8307 for the year 2016.
- c. Indenture of conveyance dated 27.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Visard Developers L.L.P., being as the purchaser of the other part, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8135 for the year 2016.
- d. Mutation Certificate issued by the Madhyamgram Municipality in the name of (1) Agrahkosh Builders L.L.P., (2) Agrasheel Agencies L.L.P., (3) Visard Developers L.L.P, Holding Nos. for each of them being, 178/17, 178/24, and 178/16, respectively, and 178 for Chemicals India Manufacturing and Marketing Private Limited.



- e. Conversion Certificate issued by the Block Land & Land Reforms Officer, Barasat - II, North 24 Parganas, in respect of L.R. Plot No. 330, all within Mouza-Humaipur, Badu Road (off-road), J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas. It appears from the said Conversion Certificate that the Subject Property stands converted to 'Bahutal Abasan'.

3. Search Report:

I have caused searches to be made (as per details given below) and the findings are as follows:

a. Registration Office Searches:

- i. Searches have been caused to be conducted in the office of (1) Additional District Sub-Registrar, Barasat, (2) District Sub Registrar-I, Barasat, (3) District Sub Registrar-II, Barasat, (4) District Sub Registrar-III, Barasat, (5) Registrar of Assurance-I, Kolkata, (6) Registrar of Assurance-II, Kolkata, (7) Registrar of Assurance-III, Kolkata, (8) Registrar of Assurance-IV, Kolkata, during the year 1993 till 2023 and as per records available, no adverse entry during this period with respect to the Subject Property is found in **Index II** as also in **Index I**.
- ii. One development agreement dated 31.07.2020, however, by and between one Aagrahsheel Agencies and others, being the "Landlord" of the one part and Arrjavv Builders Pvt. Ltd., being the "Developer" of the other part, was found to have been registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 2350 for the year 2020.
- iii. The said development agreement dated 31.07.2020 was, however, found to have been cancelled by a cancellation deed dated 14.08.2023, registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 4701 of the year 2023.
- iv. Since the aforesaid registered development agreement dated 31.07.2020 has since been cancelled by a registered cancellation deed dated 14.08.2023, there appears to be no existing agreement of any nature on the Subject Property.
- v. Apart from the above, no entry has been found affecting the Subject Property.
- vi. With regard to the said searches, I would like to specifically mention the following:
 - I. Since the time of computerization of records, the registration offices do not maintain Indices for public inspection and the clerk sitting on the computer gives oral details to the searcher in respect of the concerned property and as such my report is based on such oral information.



II. Since the introduction of Section 47A of the Indian Stamp Act, 1899 as applicable to West Bengal, "**pending**" documents get recorded in Indices only upon payment of deficit stamp duty and deficit registration fee applicable on such documents, although they take effect from the date of the execution of such documents and as such my report is based on the documents already recorded in the Indices on the date of causing the searches.

- b. **Court Searches:** Information obtained from the Courts of Learned Civil Judge (Senior Division) and Learned Civil Judge (Junior Division) at Barasat, for the period 2012 to 2023, have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner of the Subject Property (Chemicals India Manufacturing and Marketing Private Limited and/or it's Director namely Yamini Khandelwal) during the period 2012 till the date of causing the searches.
- c. **B.L & L.R.O:** Dag information has been obtained from the official website of the Government of West Bengal, i.e., "**banglarbhumigov.in**", in respect of L.R. Dag Nos. 330 within Mouza- Humaipur, J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, district - North 24 Parganas which is found to record the name of the present Owners of the Subject Property.
- d. **Land Acquisition Department, North 24 Parganas, Barasat:** Official information with respect to the acquisition findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali, to the Land Acquisition Department, District Magistrate & Collectorate, North 24 Parganas, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- e. **Urban Land Ceiling Department, North 24 Parganas:** Official information with respect to the Urban Land Ceiling Department findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali to the ULC Department, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- f. **CERSAI:** As per searches at the records maintained by the Central Registry of Securitization Asset Reconstruction and Security Interest, upon payment of prescribed fees under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (Central Registry) Rules, 2011, no adverse entry has been found.
- g. **National Company Law Tribunal, Kolkata:** Information obtained from online portal from the year 2012 to 2023 have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner (Chemicals India Manufacturing And Marketing Private Limited and/or it's Director namely Yamini Khandelwal, Suraj Khandelwal and Bipin Chandra Shah) of the Subject Property.

4. **Devolution on Title as per Document/Searches:**

WHEREAS by an indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 219045 to 219073, Being No. 8316 for the



year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Agrahkosh Builders L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 43 (Forty Three) decimal] comprised within R.S. Dag No. 1452 corresponding to L.R. Dag No. 330, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Agrahkosh Builders L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Agrahkosh Builders L.L.P. duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4802.

AND WHEREAS by another indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 218985 to 219014, Being No. 8307 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Aagrahsheel Agencies L.L.P., being the purchaser of the other part **ALL THAT** land measuring **09 (Nine) decimal** [out of 43 (Forty Three) decimal] comprised within R.S. Dag No. 1452 corresponding to L.R. Dag No. 330, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the Aagrahsheel Agencies L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Aagrahsheel Agencies L.L.P. duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4834.

AND WHEREAS by another indenture of conveyance dated 27.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas duly recorded in Book No. I, Volume No. 1503-2016, Pages from 214913 to 214947 being No. 8135 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one and Visard Developers L.L.P., being the purchaser of the other part, **ALL THAT** the land measuring **1 (One) decimal** [out of 43 (Forty Three) decimal] comprised within R.S. Dag No. 1452, corresponding to L.R. Dag No. 330, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Visard Developers L.L.P. therein became the owner of the land so purchased

AND WHEREAS the said Visard Developers L.L.P. duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4822.



AND WHEREAS pursuant to the above, **19 (Nineteen) decimal** [out of 43 Forty Three decimal] comprised within R.S. 1452 corresponding to L.R. Dag No. 330, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal has been conveyed to in the name of the said **(1)** Agrahkosh Builders L.L.P. [having purchased 09 (Nine) decimal of land], **(2)** Aagrahsheel Agencies L.L.P. [having purchased 09 (Nine) decimal of land] and **(3)** Visard Developers L.L.P. [having purchased 01 (One) decimal of land].

5. Observations and Conclusions (Based on the Documents Supplied and/or the Search Results:

- a. It is to be further noted that the indenture of conveyance by which Chemicals India Manufacturing and Marketing Private Limited has purchased the Subject Property does not record the details of predecessors in interest of the said Chemicals India Manufacturing and Marketing Private Limited and hence devolution of title beyond Chemicals India Manufacturing and Marketing Private Limited could not be examined and accordingly be mentioned.
- a. Save and subject what has been stated herein above, in my view, the Subject Property appears to be free from encumbrances and have a marketable title respectively in the name of the present owners being **(1)** Agrahkosh Builders L.L.P., **(2)** Visard Developers L.L.P. and **(3)** Aagrahsheel Agencies L.L.P. for their respective portions of the Subject Property.

6. Disclaimers:

The scope of my report is limited by the following general parameters:

- a. I have assumed that the copies of the documents provided to me:
 - i. bear the genuine signatures, dates, stamps, seals and other markings and are true copies of the originals;
 - ii. are the only documents available with the client as aforesaid relating to the title of the Subject Property;
 - iii. have not been superseded by any other document not made available to me for whatever reason.
- b. My report relates only to searches caused to be conducted by me and does not relate to any other encumbrance and/or charge including those created, if any, by operation of law, like statutory charges on default of payment of income tax, sales tax, other government dues etc.
- c. This report is addressed to and is solely for the benefit of my client as aforesaid.



- d. No person other than my client as aforesaid shall, except with my consent, rely on this report or any part thereof. I shall not be liable in any manner if a third party relies on this report, with or without my consent.

Yours faithfully,



(Chandra Prakash Kakarania)
Advocate, Calcutta High Court
CPK LEGAL

Encl:

1. Search Notes and Reports:

- a. Registration Office Searches of the Subject Property
- b. Court Searches
- c. BL&LRO
- d. Land Acquisition Department, North 24 Parganas, Barasat
- e. Urban Land Ceiling Department, North 24 Parganas
- f. CERSAI

2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned) as mentioned in Point No. 2 above (All Documents for all Dag Numbers handed over together separately)

3rd April 2024

To,
DTC Projects Private Limited
1, Netaji Subhas Road, 1st Floor,
Kolkata-700001, West Bengal, India

Kind Attn.: Mr. Pratyush Jalan / Mr. Ravi Khaitan

Sub: Report on Title of the Subject Property:
R.S. Dag No. 265, corresponding to L.R. Dag No. 344

1. Description of Subject Property:

ALL THAT the piece and parcel of "Sali" land measuring about **13 (Thirteen) decimal** out of the total land measuring 13 satak/decimal, comprised in R.S. Dag No. 265, corresponding to L.R. Dag No. 344, recorded under present L.R. Khatian No. 4830 and 4833, within Mouza- Humaipur, Badu Road (off-road) J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, district - North 24 Parganas, West Bengal.

2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned):

- a. Indenture of conveyance dated 29.03.1985 between Parimal Chandra Basu, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and registered in the office of the Registrar of Assurances, Calcutta, Being No. 4849 for the year 1985.
- b. Indenture of conveyance dated 29.03.1985 between one Monjusree Basu, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and registered in the office of the Registrar of Assurances, Calcutta, Being No. 4850 for the year 1985.
- c. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited being the vendor of the one part, and Amravant Projects L.L.P. being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8310 for the year 2016.
- d. Indenture of conveyance dated 27.10.2016 between Chemicals India Manufacturing and Marketing Private Limited being the vendor of the one part, and Suryamini Projects L.L.P. being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8134 for the year 2016.



- e. Mutation Certificate issued by the Madhyamgram Municipality in the name of (1) Suryamini Projects L.L.P. and (2) Amravant Projects L.L.P., Holding Nos. for each of them being, 178/3 and, 178/37, respectively, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.
- f. Conversion Certificate issued by the Block Land & Land Reforms Officer, Barasat - II, North 24 Parganas, in respect of L.R. Plot No. 344, all within Mouza-Humaiapur, Badu Road (off-road), J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas. It appears from the said Conversion Certificate that the Subject Property stands converted to 'Bahutal Abasan'.

3. Search Report:

I have caused searches to be made (as per details given below) and the findings are as follows:

a. Registration Office Searches:

- i. Searches have been caused to be conducted in the office of (1) Additional District Sub-Registrar, Barasat, (2) District Sub Registrar-I, Barasat, (3) District Sub Registrar-II, Barasat, (4) District Sub Registrar-III, Barasat, (5) Registrar of Assurance-I, Kolkata, (6) Registrar of Assurance-II, Kolkata, (7) Registrar of Assurance-III, Kolkata, (8) Registrar of Assurance-IV, Kolkata, during the year 1993 till 2023 and as per records available, no adverse entry during this period with respect to the Subject Property is found in **Index II** as also in **Index I**.
- ii. One development agreement dated 31.07.2020, however, by and between one Aagrahsheel Agencies and others, being the "Landlord" of the one part and Arrjavv Builders Pvt. Ltd., being the "Developer" of the other part, was found to have been registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 2350 for the year 2020.
- iii. The said development agreement dated 31.07.2020 was, however, found to have been cancelled by a cancellation deed dated 14.08.2023, registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 4701 of the year 2023.
- iv. Since the aforesaid registered development agreement dated 31.07.2020 has since been cancelled by a registered cancellation deed dated 14.08.2023, there appears to be no existing agreement of any nature on the Subject Property.
- v. Apart from the above, no entry has been found affecting the Subject Property.
- vi. With regard to the said searches, I would like to specifically mention the following:



- I. Since the time of computerization of records, the registration offices do not maintain Indices for public inspection and the clerk sitting on the computer gives oral details to the searcher in respect of the concerned property and as such my report is based on such oral information.
- II. Since the introduction of Section 47A of the Indian Stamp Act, 1899 as applicable to West Bengal, "**pending**" documents get recorded in Indices only upon payment of deficit stamp duty and deficit registration fee applicable on such documents, although they take effect from the date of the execution of such documents and as such my report is based on the documents already recorded in the Indices on the date of causing the searches.
- b. **Court Searches:** Information obtained from the Courts of Learned Civil Judge (Senior Division) and Learned Civil Judge (Junior Division) at Barasat, for the period 2012 to 2023, have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner of the Subject Property (Chemicals India Manufacturing and Marketing Private Limited and/or it's Director namely Yamini Khandelwal) during the period 2012 till the date of causing the searches.
- c. **B.L & L.R.O:** Dag information has been obtained from the official website of the Government of West Bengal, i.e., "banglarbhumigov.in", in respect of L.R. Dag Nos. 344 within Mouza: Humaipur, J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, district - North 24 Parganas which is found to record the name of the present Owners of the Subject Property.
- d. **Land Acquisition Department, North 24 Parganas, Barasat:** Official information with respect to the acquisition findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali, to the Land Acquisition Department, District Magistrate & Collectorate, North 24 Parganas, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- e. **Urban Land Ceiling Department, North 24 Parganas:** Official information with respect to the Urban Land Ceiling Department findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali to the ULC Department, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- f. **CERSAI:** As per searches at the records maintained by the Central Registry of Securitization Asset Reconstruction and Security Interest, upon payment of prescribed fees under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (Central Registry) Rules, 2011, no adverse entry has been found.
- g. **National Company Law Tribunal, Kolkata:** Information obtained from online portal from the year 2012 to 2023 have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner (Chemicals India Manufacturing And Marketing Private Limited and/or it's Director namely Yamini Khandelwal, Suraj Khandelwal and Bipin Chandra Shah) of the Subject Property.



4. **Devolution on Title as per Document/Searches:**

WHEREAS one Sheikh Golam Rasul, Sheikh Nur Hosein, Mosammat Huran Neecha Bibi, Sheikh Ali Husein, Seikh Natiar Rahman, Anoara Khatun Manjura Khatun, Babeya Khatun, Ahamed Ali, Sahadat Ali, Aklima Bibi, Saheb Ali, Chohan Mondal, Sahadat Ali, were the joint owners of **ALL THAT** the land measuring **6.5 (Six Point Five) decimal** [out of 13 (Thirteen) decimal] in R.S. Dag No. 265, Khatian No. 258, J.L. No. 52, Mouza- Humaipur, Barasat, North 24 Parganas.

AND WHEREAS the aforesaid joint owners sold, transferred and conveyed the abovementioned land, i.e., **6.5 (Six Point Five) decimal** [out of 13 (Thirteen) decimal] by way of deed of conveyance dated 03.03.1980, registered at the office at the Sub-Registrar, Barasat and recorded in Book No. 1, Volume No. 22, Pages from 238 to 243, Being No. 1487 for the year 1980, in favour of one Parimal Chandra Basu.

AND WHEREAS the said Parimal Chandra Basu sold, transferred and conveyed, amongst other lands/properties, **ALL THAT** the said piece and parcel of land measuring **6.5 (Six Point Five) decimal** [out of 13 (Thirteen) decimal] in R.S. Dag No. 265, Khatian No. 258 at Mouza- Humaipur, J.L. No. 52, Barasat, North 24 Parganas by way of deed of conveyance dated 29.03.1985, registered at the Registrar of Assurances, Calcutta and recorded in Book No. 1, Volume No. 85, Pages from 310 to 325, Being No. 4849 for the year 1985, in favour of one Chemicals India Manufacturing and Marketing Private Limited.

AND WHEREAS two minor sons namely (i) Mohammad Ajijur Rahman and (ii) Muhammad Hafizur Rahman and one minor daughter namely Ajuara Khatun of one late Sahidul Islam, amongst other land/properties, became the absolute owners of **ALL THAT** the remaining piece and parcel of land measuring **6.5 (Six Point Five) decimal** [out of 13 (Thirteen) decimal], comprised in R.S. Dag No. 265 of Mouza Humaipur, P.S Barasat North 24 Parganas.

AND WHEREAS one Rabeya Khatun (mother of the aforesaid minor children) had been appointed as the Legal Guardian of the said minor children vide Court Order dated 16.03.1979 passed in Case No. VII/30/1979 passed by the competent court of jurisdiction.

AND WHEREAS the said Rabeya Khatun, on behalf of her aforesaid minor children, sold, transferred and conveyed, amongst other lands/properties, **ALL THAT** the said land measuring **6.5 (Six Point Five) decimal** [out of 13 (Thirteen) decimal], comprised in R.S. Dag No. 265 of Mouza Humaipur, P.S Barasat North 24 Parganas in favour of one Manjusree Basu, by a deed of conveyance dated 03.03.1980, registered with the sub-register of Barasat and recorded in Book I, Volume No. 22 Pages 244-249, Being No. 1488 for the year 1980.

AND WHEREAS the said Manjusree Basu sold, transferred and conveyed, amongst other lands/properties, **ALL THAT** the piece and parcel of land measuring about **6.5 (Six Point Five) decimal** [out of 13 (Thirteen) decimal] comprised in R.S. Dag No. 265, Khatian No. 258, J.L. No. 52, Mouza- Humaipur, Barasat, North 24 Parganas, in favour of one Chemicals India Manufacturing and Marketing Private Limited by a deed of conveyance dated 29.03.1985, registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No. 1, Volume No. 85, Pages from 324 to 341, Being No. 4850 for the year 1985.

AND WHEREAS by another indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 219587 to 219616, Being No. 8310 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and duly for the consideration mentioned therein granted, transferred, conveyed, assigned, and assured unto and in favour of one Amravant Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 13 (Thirteen) decimal comprised within R.S. Dag No. 265 corresponding to L.R. Dag No. 344, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Amravant Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Amravant Projects L.L.P. duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4833.

AND WHEREAS by an indenture of conveyance dated 27.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 214885 to 214912, Being No. 8134 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, , duly for the consideration mentioned therein granted, transferred, conveyed, assigned, and assured unto and in favour of one Suryamini Projects L.L.P., being the purchaser of the other part, **ALL THAT** the land measuring **04 (Four) decimal** [out of 13 (Thirteen) decimal] comprised within R.S. Dag No. 265, corresponding to L.R. Dag No. 344, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under the jurisdiction of Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Suryamini Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Suryamini Projects L.L.P. duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No 4830.

AND WHEREAS pursuant to the above, the said **(1)** Amravant Projects L.L.P. [having purchased 09 (Nine) decimal] and **(2)** Suryamini Projects L.L.P. [having purchased 04 (Four) decimal of land] became the owners and are continuing to be the joint owners of their respectively purchased shares in **ALL THAT** the land measuring **13 (Thirteen) decimal** in R.S. Dag No. 265 corresponding to L.R. Dag No. 344, Khatian No. 258, J.L. No. 52, Mouza- Humaipur, Barasat, North 24 Parganas.

5. Observations and Conclusions (Based on the Documents Supplied and/or the Search Results:

Save and subject what has been stated herein above, in my view, the Subject Property appears to be free from encumbrances and have a marketable title respectively in the name of the present owners being **(1)** Suryamini Projects L.L.P. and **(2)** Amravant Projects L.L.P. for their respective portions of the Subject Property.



6. Disclaimers:

The scope of my report is limited by the following general parameters:

- a. I have assumed that the copies of the documents provided to me:
 - i. bear the genuine signatures, dates, stamps, seals and other markings and are true copies of the originals;
 - ii. are the only documents available with the client as aforesaid relating to the title of the Subject Property;
 - iii. have not been superseded by any other document not made available to me for whatever reason.
- b. My report relates only to searches caused to be conducted by me and does not relate to any other encumbrance and/or charge including those created, if any, by operation of law, like statutory charges on default of payment of income tax, sales tax, other government dues etc.
- c. This report is addressed to and is solely for the benefit of my client as aforesaid.
- d. No person other than my client as aforesaid shall, except with my consent, rely on this report or any part thereof. I shall not be liable in any manner if a third party relies on this report, with or without my consent.

Yours faithfully,


(Chandra Prakash Kakarania)
Advocate, Calcutta High Court
CPK LEGAL

Encl:

1. Search Notes and Reports:

- a. Registration Office Searches of the Subject Property
- b. Court Searches
- c. BL&LRO
- d. Land Acquisition Department, North 24 Parganas, Barasat
- e. Urban Land Ceiling Department, North 24 Parganas
- f. CERSAI

2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned) as mentioned in Point No. 2 above (All Documents for all Dag Numbers handed over together separately)

3rd April 2024

To,

DTC Projects Private Limited

1, Netaji Subhas Road, 1st Floor,

Kolkata-700001, West Bengal, India

Kind Attn.: Mr. Pratyush Jalan / Mr. Ravi Khaitan

Sub: Report on Title of the Subject Property:

R.S. Dag No. 266, corresponding to L.R. Dag No. 345

1. Description of Subject Property:

ALL THAT the piece and parcel of "**Danga**" land measuring about **15 (Fifteen) decimal** out of total land measuring 15 satak/decimal, comprised in R.S. Dag No. 266, corresponding to L.R. Dag No. 345, recorded under present L.R. Khatian No. 4819, and 4824, within Mouza- Humaipur, Badu Road (off road) J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas, West Bengal.

2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned):

- a. Indenture of conveyance dated 29.03.1985 between Parimal Chandra Basu, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and registered in the office of the Registrar of Assurances, Calcutta, Being No. 4849 for the year 1985.
- b. Indenture of conveyance dated 29.03.1985 between one Monjusree Basu, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and registered in the office of the Registrar of Assurances, Calcutta, Being No. 4850 for the year 1985.
- c. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited being the vendor of the one part, and Aquaries Developers L.L.P. being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8317 for the year 2016.
- d. Indenture of conveyance dated 27.10.2016 between Chemicals India Manufacturing and Marketing Private Limited being the vendor of the one part, and Fastener Residency Private Limited as the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8140 for the year 2016.



- e. Mutation Certificate issued by the Madhyamgram Municipality in the name of (1) Aquaries Developers L.L.P. and (2) Fastener Residency Private Limited, Holding Nos. for each of them being, 178/9, and, 178/30, respectively, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.
- f. Conversion Certificate issued by the Block Land & Land Reforms Officer, Barasat - II, North 24 Parganas, in respect of L.R. Plot No. 345, all within Mouza-Humaipur, Badu Road (off-road), J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas. It appears from the said Conversion Certificate that the Subject Property stands converted to 'Bahutal Abasan'.

3. Search Report:

I have caused searches to be made (as per details given below) and the findings are as follows:

a. Registration Office Searches:

- i. Searches have been caused to be conducted in the office of (1) Additional District Sub-Registrar, Barasat, (2) District Sub Registrar-I, Barasat, (3) District Sub Registrar-II, Barasat, (4) District Sub Registrar-III, Barasat, (5) Registrar of Assurance-I, Kolkata, (6) Registrar of Assurance-II, Kolkata, (7) Registrar of Assurance-III, Kolkata, (8) Registrar of Assurance-IV, Kolkata, during the year 1993 till 2023 and as per records available, no adverse entry during this period with respect to the Subject Property is found in **Index II** as also in **Index I**.
- ii. One development agreement dated 31.07.2020, however, by and between one Aagrahsheel Agencies and others, being the "Landlord" of the one part and Arrjavv Builders Pvt. Ltd., being the "Developer" of the other part, was found to have been registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 2350 for the year 2020.
- iii. The said development agreement dated 31.07.2020 was, however, found to have been cancelled by a cancellation deed dated 14.08.2023, registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 4701 of the year 2023.
- iv. Since the aforesaid registered development agreement dated 31.07.2020 has since been cancelled by a registered cancellation deed dated 14.08.2023, there appears to be no existing agreement of any nature on the Subject Property.
- v. Apart from the above, no entry has been found affecting the Subject Property.
- vi. With regard to the said searches, I would like to specifically mention the following:
 - I. Since the time of computerization of records, the registration offices do not maintain Indices for public inspection and the clerk sitting on



the computer gives oral details to the searcher in respect of the concerned property and as such my report is based on such oral information.

II. Since the introduction of Section 47A of the Indian Stamp Act, 1899 as applicable to West Bengal, "**pending**" documents get recorded in Indices only upon payment of deficit stamp duty and deficit registration fee applicable on such documents, although they take effect from the date of the execution of such documents and as such my report is based on the documents already recorded in the Indices on the date of causing the searches.

- b. Court Searches:** Information obtained from the Courts of Learned Civil Judge (Senior Division) and Learned Civil Judge (Junior Division) at Barasat, for the period 2012 to 2023, have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner of the Subject Property (Chemicals India Manufacturing and Marketing Private Limited and/or it's Director namely Yamini Khandelwal) during the period 2012 till the date of causing the searches.
- c. B.L & L.R.O:** Dag information has been obtained from the official website of the Government of West Bengal, i.e., "**banglarbhumigov.in**", in respect of L.R. Dag Nos. 345 within Mouza: Humaipur, J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, district - North 24 Parganas which is found to record the name of the present Owners of the Subject Property.
- d. Land Acquisition Department, North 24 Parganas, Barasat:** Official information with respect to the acquisition findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali, to the Land Acquisition Department, District Magistrate & Collectorate, North 24 Parganas, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- e. Urban Land Ceiling Department, North 24 Parganas:** Official information with respect to the Urban Land Ceiling Department findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali to the ULC Department, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- f. CERSAI:** As per searches at the records maintained by the Central Registry of Securitization Asset Reconstruction and Security Interest, upon payment of prescribed fees under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (Central Registry) Rules, 2011, no adverse entry has been found.
- g. National Company Law Tribunal, Kolkata:** Information obtained from online portal from the year 2012 to 2023 have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner (Chemicals India Manufacturing And Marketing Private Limited and/or it's Director namely Yamini Khandelwal, Suraj Khandelwal and Bipin Chandra Shah) of the Subject Property.



4. **Devolution on Title as per Document/Searches:**

WHEREAS one Sheikh Golam Rasul, Sheikh Nur Hosein, Mosammat Huran Neecha Bibi, Sheikh Ali Husein, Seikh Natiar Rahman, Anoara Khatun Manjura Khatun, Babeya Khatun, Ahamed Ali, Sahadat Ali, Aklima Bibi, Saheb Ali, Choban Mondal, Sahadat Ali, were the joint owners of their respective shares of **ALL THAT** the land comprised in R.S. Dag No. 266 in Khatian No. 223 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

Note: The quantum of land comprised in the said R.S. Dag No. 266 cannot be ascertained as in the deed supplied to us the total quantum of land owned by the abovesaid owners is clubbed with quantum of land owned by the abovesaid owners in another R.S. Dag No. 267 in Khatian No. 250 and the quantum of land comprised in both Dags is mentioned as **11 (Eleven) decimal** [out of 23 (Twenty Three) decimal out of 25 (Twenty Five) decimal].

AND WHEREAS the aforesaid joint owners sold, transferred and conveyed, **ALL THAT** the abovementioned land comprised in R.S. Dag No. 266 in Khatian No. 223 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas (along with another R.S. Dag No. 267 in Khatian No. 250 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas) measuring in total **11 (Eleven) decimal** by way of deed of conveyance dated 03.03.1980, registered at the office at the Sub- Registrar, Barasat and recorded in Book No. I, Volume No. 22, Pages from 238 to 243, Being No. 1487 for the year 1980, in favour of one Parimal Chandra Basu.

AND WHEREAS the said Parimal Chandra Basu sold, transferred and conveyed, the aforesaid property so purchased to one Chemicals India Manufacturing and Marketing Private Limited, by way of deed of conveyance dated 29.03.1985, registered at the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 85, Pages from 310 to 325, Being No. 4849 for the year 1985 and pursuant thereto the said Chemicals India Manufacturing and Marketing Private Limited became the owner of the property comprised in the said R.S. Dag No. 266 in Khatian No. 223 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

AND WHEREAS two minor sons namely (i) Mohammad Ajijur Rahman and (ii) Muhammad Hafizur Rahman and one minor daughter namely Ajuara Khatun of one late Sahidul Islam became the absolute owners of their respective shares of **ALL THAT** the land comprised in R.S. Dag No. 266 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

Note: The quantum of land comprised in the said R.S. Dag No. 266 cannot be ascertained as in the deed supplied to us the total quantum of land owned by the abovesaid owners is clubbed with quantum of land owned by the abovesaid owners in another R.S. Dag No. 267 and the quantum of land comprised in both Dags is mentioned as **2 (Two) decimal** [out of 4 (Four) decimal from out of the total 25 (Twenty-Five) decimal].

AND WHEREAS Rabeya Khatun (mother of the aforesaid minor children) has been appointed as Legal Guardian vide Court Order dated 16.03.1979 in Case No. VII/30/1979 by the competent court of jurisdiction.



AND WHEREAS the said Rabeya Khatun on behalf of her minor children sold, transferred and conveyed the aforesaid property measuring **2 (Two) decimal** [out of 4 (Four) decimal from out of the total 25 (Twenty-Five) decimal] to one Monjusree Basu by a deed of conveyance registered dated 19.03.1980 with the Sub-Registrar, Barasat, recorded in Book number 1, Volume Number-40, Pages- 8 to 11, Being No. 1982 for the year 1980 and pursuant thereto the said Monjusree Basu became the owner of the property comprised in the said R.S. Dag No. 266 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

AND WHEREAS the said Rabeya Khatun, in her individual capacity, was the owner of **ALL THAT** the land comprised in R.S. Dag No. 266 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

Note: The quantum of land comprised in the said R.S. Dag No. 266 cannot be ascertained as in the deed supplied to us the total quantum of land owned by the abovesaid owner is clubbed with quantum of land owned by the abovesaid owner in another R.S. Dag No. 267 and the quantum of land comprised in both Dags is mentioned as **12 (Twelve) decimal** [out of 23 (Twenty Three) decimal out of 25 (Twenty Five) decimal].

AND WHEREAS the said Rabeya Khatun sold, transferred and conveyed, the aforesaid property measuring **12 (Twelve) decimal** [out of 23 (Twenty Three) decimal out of 25 (Twenty Five) decimal] by a deed of conveyance registered on 03.03.1980, in the office of sub-register of Barasat and recorded therein in Book No. I, Volume No. 22, Pages 244-249, Being No. 1488 for the year 1980, in favour of Monjusree Basu and pursuant thereto the said Monjusree Basu became the owner of the said property comprised in the said R.S. Dag No. 266 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

AND WHEREAS the said Monjusree Basu sold, transferred and conveyed, the aforesaid properties so purchased in R.S. Dag. No. 266 (along also with the property so purchased in R.S. Dag No. 267) of Mouza- Humaipur, Barasat North 24 Parganas in favour of Chemicals India Manufacturing and Marketing Private Limited by a deed of conveyance dated 29.03.1985, registered at the office at the Registrar of Assurances, Calcutta recorded in Book No. I, Volume No. 85, Pages from 324 to 341, Being No. 4850 for the year 1985 and pursuant thereto the said the said Chemicals India Manufacturing and Marketing Private Limited became the owner of the property comprised in the said R.S. Dag No. 266 (along also with the property so purchased in R.S. Dag No. 267) at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

AND WHEREAS by an indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 219074 to 919104, Being No. 8317 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one and Aquaries Developers L.L.P., being the purchaser of the other part, **ALL THAT** the land measuring **09 (Nine) decimal** [out of 15 (Fifteen) decimal] comprised within R.S. Dag No. 266 corresponding to L.R. Dag No. 345, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Aquaries Developers L.L.P. became the owner of the land so purchased



AND WHEREAS the said Aquaries Developers L.L.P. duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4819.

AND WHEREAS by another indenture of conveyance dated 27.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 215068 to 215096, Being No. 8140 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Fastener Residency Private Limited, being the purchaser of the other part **ALL THAT** the land measuring **06 (Six) decimal** [out of 15 (Fifteen) decimal] comprised within R.S. Dag No. 266, corresponding to L.R. Dag 345, J.L. No. 52, under Mouza-Humalpur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Fastener Residency Private Limited became the owner of the land so purchased

AND WHEREAS the said Fastener Residency Private Limited duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4824.

AND WHEREAS pursuant to the above, the said **(1)** Aquaries Developers L.L.P. [having purchased 09 (Nine) decimal of land] and **(2)** Fastener Residency Private Limited [having purchased 06 (Six) decimal of land] became the joint owners of their respectively purchased shares in R.S. Dag No. 266 corresponding to L.R. Dag No. 345, measuring **15 (Fifteen) decimal**.

5. Observations and Conclusions (Based on the Documents Supplied and/or the Search Results:

Save and subject what has been stated herein above, in my view, the Subject Property appears to be free from encumbrances and have a marketable title respectively in the name of the present owners being **(1)** Aquaries Developers L.L.P. and **(2)** Fastener Residency Private Limited for their respective portions of the Subject Property.

6. Disclaimers:

The scope of my report is limited by the following general parameters:

- a. I have assumed that the copies of the documents provided to me:
 - i. bear the genuine signatures, dates, stamps, seals and other markings and are true copies of the originals;
 - ii. are the only documents available with the client as aforesaid relating to the title of the Subject Property;
 - iii. have not been superseded by any other document not made available to me for whatever reason.
- b. My report relates only to searches caused to be conducted by me and does not relate to any other encumbrance and/or charge including those created, if any,



by operation of law, like statutory charges on default of payment of income tax, sales tax, other government dues etc.

- c. This report is addressed to and is solely for the benefit of my client as aforesaid.
- d. No person other than my client as aforesaid shall, except with my consent, rely on this report or any part thereof. I shall not be liable in any manner if a third party relies on this report, with or without my consent.

Yours faithfully,


(Chandra Prakash Kakarania)
Advocate, Calcutta High Court
CPK LEGAL

Encl:

1. Search Notes and Reports:

- a. Registration Office Searches of the Subject Property
- b. Court Searches
- c. BL&LRO
- d. Land Acquisition Department, North 24 Parganas, Barasat
- e. Urban Land Ceiling Department, North 24 Parganas
- f. CERSAI

- 2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned) as mentioned in Point No. 2 above (All Documents for all Dag Numbers handed over together separately)

3rd April 2024

To,
DTC Projects Private Limited
1, Netaji Subhas Road, 1st Floor,
Kolkata-700001, West Bengal, India

Kind Attn.: Mr. Pratyush Jalan / Mr. Ravi Khaitan

Sub: Report on Title of the Subject Property:
R.S. Dag No. 267, corresponding to L.R. Dag No. 346

1. Description of Subject Property:

ALL THAT the piece and parcel of "**Danga**" land measuring about **10 (Ten) decimal** out of the total land measuring 10 satak/decimal, comprised in R.S. Dag No. 267, corresponding to L.R. Dag No. 346, recorded under present L.R. Khatian No. 4797 and 4822, within Mouza- Humaipur, Badu Road (off-road) J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas, West Bengal.

2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned):

- a. Indenture of conveyance dated 29.03.1985 between Parimal Chandra Basu, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and registered in the office of the Registrar of Assurances, Calcutta, Being No. 4849 for the year 1985.
- b. Indenture of conveyance dated 29.03.1985 between one Monjusree Basu, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and registered in the office of the Registrar of Assurances, Calcutta, Being No. 4850 for the year 1985.
- c. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited being the vendor of the one part, and Bhumidhar Projects L.L.P., being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8315 for the year 2016.
- d. Indenture of conveyance dated 27.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Visard Developers L.L.P., being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8135 for the year 2016.



- e. Mutation Certificate issued by the Madhyamgram Municipality in the name of (1) Bhumidhar Projects L.L.P. and (2) Visard Developers L.L.P., Holding Nos. for each of them being, 178/2 and, 178/16, respectively, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.
- f. Conversion Certificate issued by the Block Land & Land Reforms Officer, Barasat – II, North 24 Parganas, in respect of L.R. Plot No. 346, all within Mouza-Humapur, Badu Road (off-road), J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, District – North 24 Parganas. It appears from the said Conversion Certificate that the Subject Property stands converted to 'Bahutal Abasan'.

3. Search Report:

I have caused searches to be made (as per details given below) and the findings are as follows:

a. Registration Office Searches:

- i. Searches have been caused to be conducted in the office of (1) Additional District Sub-Registrar, Barasat, (2) District Sub Registrar-I, Barasat, (3) District Sub Registrar-II, Barasat, (4) District Sub Registrar-III, Barasat, (5) Registrar of Assurance-I, Kolkata, (6) Registrar of Assurance-II, Kolkata, (7) Registrar of Assurance-III, Kolkata, (8) Registrar of Assurance-IV, Kolkata, during the year 1993 till 2023 and as per records available, no adverse entry during this period with respect to the Subject Property is found in **Index II** as also in **Index I**.
- ii. One development agreement dated 31.07.2020, however, by and between one Aagrahsheel Agencies and others, being the "Landlord" of the one part and Arrjavv Builders Pvt. Ltd., being the "Developer" of the other part, was found to have been registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 2350 for the year 2020.
- iii. The said development agreement dated 31.07.2020 was, however, found to have been cancelled by a cancellation deed dated 14.08.2023, registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 4701 of the year 2023.
- iv. Since the aforesaid registered development agreement dated 31.07.2020 has since been cancelled by a registered cancellation deed dated 14.08.2023, there appears to be no existing agreement of any nature on the Subject Property.
- v. Apart from the above, no entry has been found affecting the Subject Property.



vi. With regard to the said searches, I would like to specifically mention the following:

- I. Since the time of computerization of records, the registration offices do not maintain Indices for public inspection and the clerk sitting on the computer gives oral details to the searcher in respect of the concerned property and as such my report is based on such oral information.
 - II. Since the introduction of Section 47A of the Indian Stamp Act, 1899 as applicable to West Bengal, "**pending**" documents get recorded in Indices only upon payment of deficit stamp duty and deficit registration fee applicable on such documents, although they take effect from the date of the execution of such documents and as such my report is based on the documents already recorded in the Indices on the date of causing the searches.
- b. **Court Searches:** Information obtained from the court of Learned Civil Judge (Senior Division) and Learned Civil Judge (Junior Division) at Barasat, for the period 2012 to 2023, have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner of the Subject Property (Chemicals India Manufacturing and Marketing Private Limited and/or it's Director namely Yamini Khandelwal) during the period 2012 till the date of causing the searches.
- c. **B.L & L.R.O:** Dag information has been obtained from the official website of the Government of West Bengal, i.e., "**banglarbhumigov.in**", in respect of L.R. Dag Nos. 346 within Mouza- Humaipur, J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, district – North 24 Parganas which is found to record the name of the present Owners of the Subject Property.
- d. **Land Acquisition Department, North 24 Parganas, Barasat:** Official information with respect to the acquisition findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali, to the Land Acquisition Department, District Magistrate & Collectorate, North 24 Parganas, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- e. **Urban Land Ceiling Department, North 24 Parganas:** Official information with respect to the Urban Land Ceiling Department findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali to the ULC Department, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- f. **CERSAI:** As per searches at the records maintained by the Central Registry of Securitization Asset Reconstruction and Security Interest, upon payment of prescribed fees under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (Central Registry) Rules, 2011, no adverse entry has been found.



- g. **National Company Law Tribunal, Kolkata:** Information obtained from online portal from the year 2012 to 2023 have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner (Chemicals India Manufacturing And Marketing Private Limited and/or it's Director namely Yamini Khandelwal, Suraj Khandelwal and Bipin Chandra Shah) of the Subject Property.

4. **Devolution on Title as per Document/Searches:**

One Sheikh Golam Rasul, Sheikh Nur Hosein, Mosammat Huran Neecha Bibi, Sheikh Ali Husein, Seikh Natiar Rahman, Anora Khatun Manjura Khatun, Babeya Khatun, Ahamed Ali, Sahadat Ali, Aklima Bibi, Saheb Ali, Chohan Mondal, Sahadat Ali, were the joint owners of their respective shares of **ALL THAT** the land comprised in R.S. Dag No. 267 in Khatian No. 250 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

Note: The quantum of land comprised in the said R.S. Dag No. 267 cannot be ascertained as in the deed supplied to us the total quantum of land owned by the abovesaid owners is clubbed with quantum of land owned by the abovesaid owners in another R.S. Dag No. 266 in Khatian No. 223 and the quantum of land comprised in both Dags is mentioned as **11 (Eleven) decimal** [out of 23 (Twenty Three) decimal out of 25 (Twenty Five) decimal].

WHEREAS the aforesaid joint owners sold, transferred and conveyed, **ALL THAT** the abovementioned land comprised in R.S. Dag No. 267 in Khatian No. 250 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas (along with another R.S. Dag No. 266 in Khatian No. 223 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas) measuring in total **11 (Eleven) decimal** by way of deed of conveyance dated 03.03.1980, registered at the office at the Sub- Registrar, Barasat and recorded in Book No. I, Volume No. 22, Pages from 238 to 243, being Deed No. 1487 for the year 1980, in favour of one Parimal Chandra Basu.

AND WHEREAS the said Parimal Chandra Basu sold, transferred and conveyed, the aforesaid property so purchased to one Chemicals India Manufacturing and Marketing Private Limited, by way of deed of conveyance dated 29.03.1985, registered at the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 85, Pages from 310 to 325, Being No. 4849 for the year 1985 and pursuant thereto the said Chemicals India Manufacturing and Marketing Private Limited became the owner of the property comprised in the said R.S. Dag No. 267 in Khatian No. 250 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

AND WHEREAS two minor sons namely (i) Mohammad Ajjur Rahman and (ii) Muhammad Hafizur Rahman and one minor daughter namely Ajuara Khatun of one late Sahidul Islam became the absolute owners of their respective shares of **ALL THAT** the land comprised in R.S. Dag No. 266 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

Note: The quantum of land comprised in the said R.S. Dag No. 267 cannot be ascertained as in the deed supplied to us the total quantum of land owned by the abovesaid owners is clubbed with quantum of land owned by the abovesaid owners in another R.S. Dag No. 266 and the quantum of land comprised in both Dags is mentioned as **2 (Two) decimal** [out of 4 (Four) decimal from out of the total 25 (Twenty-Five) decimal].



AND WHEREAS Rabeya Khatun (mother of the aforesaid minor children) has been appointed as Legal Guardian vide Court Order dated 16.03.1979 in Case No. VII/30/1979 by the competent court of jurisdiction.

AND WHEREAS the said Rabeya Khatun on behalf of her minor children sold transferred and conveyed land the aforesaid property measuring **2 (Two) decimal** [out of 4 (Four) decimal from out of the total 25 (Twenty-Five) decimal]] to one Monjusree Basu by a deed of conveyance registered dated 19.03.1980 with the Sub-Registrar, Barasat, recorded in Book number 1, Volume Number-40, Pages- 8 to 11, Being No. 1982 for the year 1980 and pursuant thereto the said Monjusree Basu became the owner of the property comprised in the said R.S. Dag No. 266 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

AND WHEREAS the said Rabeya Khatun, in her individual capacity, was the owner of **ALL THAT** the land comprised in R.S. Dag No. 267 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

Note: The quantum of land comprised in the said R.S. Dag No. 267 cannot be ascertained as in the deed supplied to us the total quantum of land owned by the abovesaid owners is clubbed with quantum of land owned by the abovesaid owners in another R.S. Dag No. 266 and the quantum of land comprised in both Dags is mentioned as **12 (Twelve) decimal** [out of 23 (Twenty Three) decimal out of 25 (Twenty Five) decimal].

AND WHEREAS the said Rabeya Khatun sold, transferred and conveyed, the aforesaid property measuring **12 (Twelve) decimal** [out of 23 (Twenty Three) decimal out of 25 (Twenty Five) decimal] by a deed of conveyance registered on 03.03.1980, in the office of sub-register of Barasat and recorded therein in Book No. I, Volume No. 22, Pages 244-249, Being No. 1488 for the year 1980, in favour of Monjusree Basu and pursuant thereto the said Monjusree Basu became the owner of the said property comprised in the said R.S. Dag No. 267 at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

AND WHEREAS the said Monjusree Basu sold, transferred and conveyed, the aforesaid properties so purchased in R.S. Dag. No. 267 (along also with the property so purchased in R.S. Dag No. 266) of Mouza- Humaipur, Barasat North 24 Parganas in favour of Chemicals India Manufacturing and Marketing Private Limited by a deed of conveyance dated 29.03.1985, registered at the office at the Registrar of Assurances, Calcutta recorded in Book No. I, Volume No. 85, Pages from 324 to 341, Being No. 4850 for the year 1985 and pursuant thereto the said the said Chemicals India Manufacturing and Marketing Private Limited became the owner of the property comprised in the said R.S. Dag No. 267 (along also with the property so purchased in R.S. Dag No. 266) at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

AND WHEREAS by an indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 219105 to 219136, Bearing No. 8315 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and for the consideration mentioned therein granted, transferred, conveyed, assigned, and assured unto and in favour of one Bhumidhar Projects L.L.P., being the purchaser of the other part **ALL THAT** the purchaser therein land measuring **09 (Nine) decimal** [out of 10 (Ten) decimal]



comprised within R.S. Dag No. 267 corresponding to L.R. Dag No. 346, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Bhumidhar Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Bhumidhar Projects L.L.P. could get its name recorded as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4797 only to the extent of **08 (Eight) decimal** of land instead of 09 (Nine) decimal), so purchased.

AND WHEREAS by another indenture of conveyance dated 27.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 214913 to 214947, Being No. 8135 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Visard Developers L.L.P. being the purchaser of the other part, **ALL THAT** the land measuring **1 (One) decimal** [out of 10 (Ten) decimal] comprised within R.S. Dag No. 267, corresponding to L.R. Dag No. 346, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Visard Developers L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Visard Developers L.L.P. duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4822.

AND WHEREAS pursuant to the above, the said **(1)** Bhumidhar Projects L.L.P. [having purchased 09 (Nine) decimal of land subject to the outcome of the Court Case as mentioned hereunder] and **(2)** Visard Developers L.L.P. [having purchased 01 (One) decimal of land] became the joint owners of their respectively purchased shares in the entire R.S. Dag No. 267 corresponding to L.R. Dag No. 346, measuring **10 (Ten) decimal**.

5. Observations and Conclusions (Based on the Documents Supplied and/or the Search Results:

- a. It appears from the 'Banglarbhumii' website that 1 (One) decimal is involved in court cases and are still continuing to be recorded respectively in the name of Chemicals India Manufacturing and Marketing Private Limited and Mohd. Noor Alam under L.R. Khatian No. 4478 and L.R. Khatian No. 4110 respectively with the remark "CC" (which means Court Case). These cases need to be resolved in order to enable Bhumidhar Projects L.L.P. to get its name recorded in respect of the said 01 (One) decimal of land.
- b. Save and subject what has been stated herein above, in my view, the Subject Property appears to be free from encumbrances and have a marketable title respectively in the name of the present owners being **(1)** Bhumidhar Projects L.L.P. and **(2)** Visard Developers L.L.P. for their respective portions of the Subject Property.



6. Disclaimers:

The scope of my report is limited by the following general parameters:

- a. I have assumed that the copies of the documents provided to me:
 - i. bear the genuine signatures, dates, stamps, seals and other markings and are true copies of the originals;
 - ii. are the only documents available with the client as aforesaid relating to the title of the Subject Property;
 - iii. have not been superseded by any other document not made available to me for whatever reason.
- b. My report relates only to searches caused to be conducted by me and does not relate to any other encumbrance and/or charge including those created, if any, by operation of law, like statutory charges on default of payment of income tax, sales tax, other government dues etc.
- c. This report is addressed to and is solely for the benefit of my client as aforesaid.
- d. No person other than my client as aforesaid shall, except with my consent, rely on this report or any part thereof. I shall not be liable in any manner if a third party relies on this report, with or without my consent.

Yours faithfully


(Chandra Prakash Kakarania)
Advocate, Calcutta High Court
CPK LEGAL

Encl:

1. Search Notes and Reports:

- a. Registration Office Searches of the Subject Property
- b. Court Searches
- c. BL&LRO
- d. Land Acquisition Department, North 24 Parganas, Barasat
- e. Urban Land Ceiling Department, North 24 Parganas
- f. CERSAI

- 2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned) as mentioned in Point No. 2 above (All Documents for all Dag Numbers handed over together separately)**

3rd April 2024

To,
DTC Projects Private Limited
1, Netaji Subhas Road, 1st Floor,
Kolkata-700001, West Bengal, India

Kind Attn.: Mr. Pratyush Jalan / Mr. Ravi Khaitan

Sub: Report on Title of the Subject Property:
R.S. Dag No. 262, corresponding to L.R. Dag No. 347

1. Description of Subject Property:

ALL THAT the piece and parcel of "Pukur" measuring about **21 (Twenty One) decimal** out of the total land measuring 21 satak/decimal, comprised in R.S. Dag No. 262, corresponding to L.R. Dag No. 347, recorded under present L.R. Khatian No. 4800, 4821 and 4822, within Mouza- Humaipur, Badu Road (off-road) J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, district - North 24 Parganas, West Bengal.

2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned):

- a. Certified copy of indenture of conveyance dated 1st March, 2010 between Ratan Kumar Das, being the vendor of the one part, and Lucky Sen (Biswas) being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 1539 for the year 2010.
- b. Certified copy of indenture of conveyance dated 5th April, 2012 between Ratan Kumar Das, being the vendor of the one part, and Ganga Rani Halder being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 2301 for the year 2012.
- c. Certified copy of indenture of conveyance dated 11th July, 2012 between Ganga Rani Halder, being the vendor of the one part, and Tapan Sarkar being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 4813 for the year 2012.
- d. Certified copy of indenture of conveyance dated 31st December, 2012 between Shanti Ranjan Paul, being the vendor of the one part, and Tapan Sarkar being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 24 for the year 2012.
- e. Certified copy of indenture of conveyance dated 31st December, 2012 between Naren Das, being the vendor of the one part, and Tapan Sarkar being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 710 for the year 2012.



- f. Certified copy of indenture of conveyance dated 1st March, 2013 between Gangarani Halder, being the vendor of the one part, and Subhendu Das and Dibendu Das being the purchasers of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 3092 for the year 2013.
- g. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Denberg Builders L.L.P. being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8311 for the year 2016.
- h. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Dhanlabh Projects L.L.P., being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 7513 for the year 2016.
- i. Indenture of conveyance dated 27.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Visard Developers L.L.P. as the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8135 for the year 2016.
- j. Mutation Certificate issued by the Madhyamgram Municipality in the name of (1) Denberg Builders L.L.P. (2) Dhanlabh Projects L.L.P. and (3) Visard Developers L.L.P., Holding Nos. for each of them being, 178/45, 178/25, and 178/16, respectively, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.

3. Search Report:

I have caused searches to be made (as per details given below) and the findings are as follows:

a. Registration Office Searches:

- i. Searches have been caused to be conducted in the office of (1) Additional District Sub-Registrar, Barasat, (2) District Sub Registrar-I, Barasat, (3) District Sub Registrar-II, Barasat, (4) District Sub Registrar-III, Barasat, (5) Registrar of Assurance-I, Kolkata, (6) Registrar of Assurance-II, Kolkata, (7) Registrar of Assurance-III, Kolkata, (8) Registrar of Assurance-IV, Kolkata, during the year 1993 till 2023 and as per records available, no adverse entry during this period with respect to the Subject Property is found in **Index II** as also in **Index I**.
- ii. One development agreement/contruction agreement dated 31.07.2020, however, by and between one Aagrahsheel Agencies and others, being the "Landlord" of the one part and Arrjavv Builders Pvt. Ltd., being the "Developer" of the other part, was found to have been registered at the office



of Additional District Sub- Registrar, Barasat, North 24 Parganas, Being No. 2350 for the year 2020.

- iii. The said development agreement/contruction agreement dated 31.07.2020 was, however, found to have been cancelled by a cancellation deed dated 14.08.2023, registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 4701 of the year 2023.
- iv. Since the aforesaid registered development agreement/contruction agreement dated 31.07.2020 has since been cancelled by a registered cancellation deed dated 14.08.2023, there appears to be no existing agreement of any nature on the Subject Property.
- v. Apart from the above, no entry has been found affecting the Subject Property.
- vi. With regard to the said searches, I would like to specifically mention the following:
 - I. Since the time of computerization of records, the registration offices do not maintain Indices for public inspection and the clerk sitting on the computer gives oral details to the searcher in respect of the concerned property and as such my report is based on such oral information.
 - II. Since the introduction of Section 47A of the Indian Stamp Act, 1899 as applicable to West Bengal, "**pending**" documents get recorded in Indices only upon payment of deficit stamp duty and deficit registration fee applicable on such documents, although they take effect from the date of the execution of such documents and as such my report is based on the documents already recorded in the Indices on the date of causing the searches.
- b. **Court Searches:** Information obtained from the Courts of Learned Civil Judge (Senior Division) and Learned Civil Judge (Junior Division) at Barasat, for the period 2012 to 2023, have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner of the Subject Property (Chemicals India Manufacturing and Marketing Private Limited and/or it's Director namely Yamini Khandelwal) during the period 2012 till the date of causing the searches.
- c. **B.L & L.R.O:** Dag information has been obtained from the official website of the Government of West Bengal, i.e., "**banglarbhumigov.in**", in respect of L.R. Dag Nos. 347 within Mouza: Humaipur, J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, district - North 24 Parganas which is found to record the name of the present Owners of the Subject Property.
- d. **Land Acquisition Department, North 24 Parganas, Barasat:** Official information with respect to the acquisition findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali, to the Land Acquisition Department, District Magistrate & Collectorate, North 24 Parganas, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.



- e. **Urban Land Ceiling Department, North 24 Parganas:** Official information with respect to the Urban Land Ceiling Department findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali to the ULC Department, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- f. **CERSAI:** As per searches at the records maintained by the Central Registry of Securitization Asset Reconstruction and Security Interest, upon payment of prescribed fees under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (Central Registry) Rules, 2011, no adverse entry has been found.
- g. **National Company Law Tribunal, Kolkata:** Information obtained from online portal from the year 2012 to 2023 have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner (Chemicals India Manufacturing And Marketing Private Limited and/or it's Director namely Yamini Khandelwal, Suraj Khandelwal and Bipin Chandra Shah) of the Subject Property.

4. Devolution on Title as per Document/Searches:

WHEREAS by an indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 219617 to 219646, Being No. 8311 for the year 2016, one Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Denberg Builders L.L.P., being the purchaser of the other part, **ALL THAT** the land measuring **09 (Nine) decimal** [out of 21 (Twenty One) decimal] comprised within R.S. Dag No. 262 corresponding to L.R. Dag No. 347, J.L. No. 52, situated within Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Denberg Builders L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Denberg Builders L.L.P. duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No 4800 only to the extent of **08 (Eight) decimal** of land instead of 09 (Nine) decimal), so purchased.

AND WHEREAS by another indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 198139 to 198168, Being No. 7513 for the year 2016, Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein granted, transferred, conveyed, assigned, and assured unto and in favour of Dhanlabh Projects L.L.P., being the purchaser of the other part, **ALL THAT** the land measuring **09 (Nine) decimal** [out of 21 (Twenty One) decimal] comprised within R.S. Dag No. 262 corresponding to L.R. Dag No. 347, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant the said Dhanlabh Projects L.L.P. became the owner of the land so purchased.



AND WHEREAS the said Dhanlabh Projects L.L.P. duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No 4821.

AND WHEREAS by yet another indenture of conveyance dated 27.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 214913 to 214947, Being No. 8135 for the year 2016, Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of Visard Developers L.L.P., being the purchaser of the other part, **ALL THAT** the land measuring **03 (Three) decimal** [out of 21 (Twenty One) decimal] comprised within R.S. Dag No. 262, corresponding to L.R. Dag No. 347, J.L. No. 52, under Mouza - Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Visard Developers L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Visard Developers L.L.P. duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No 4822.

AND WHEREAS pursuant to the above, **ALL THAT** the land measuring **21 (Twenty One) decimal** comprised within R.S. Dag No. 262 corresponding to L.R. Dag No. 347, J.L. No. 52, under Mouza - Humaipur, Police Station- Barasat, under Barasat Municipality, District - North 24 Parganas, West Bengal, is presently jointly owned by the said **(1)** Denberg Builders L.L.P. [having purchased 09 (Nine) decimal of land], **(2)** Dhanlabh Projects L.L.P. [having purchased 09 (Nine) decimal of land] and **(3)** Visard Developers L.L.P. [having purchased 03 (Three) decimal of land], respectively, as aforesaid.

5. Observations and Conclusions (Based on the Documents Supplied and/or the Search Results:

- a. It appears from the 'Banglarbhumii' website that 1 (One) decimal of land is involved in court cases and are still continuing to be recorded respectively in the name of Chemicals India Manufacturing and Marketing Private Limited and Mohd. Noor Alam under L.R. Khatian No. 4478 and L.R. Khatian No. 4110 respectively with the remark "CC" (which means Court Case). These cases need to be resolved in order to enable Denberg Builders L.L.P. to get its name recorded in respect of the said 01 (One) decimal of land.
- b. It may be noted that the Subject Property (comprised in R.S. Dag No. 262 corresponding to L.R. Dag No. 347) has not been converted, as any recorded "**Pukur**" cannot be converted.
- c. It is to be further noted that the indenture of conveyance by which Chemicals India Manufacturing and Marketing Private Limited has purchased the Subject Property does not record the details of predecessors in interest of the said Chemicals India Manufacturing and Marketing Private Limited and hence devolution of title beyond Chemicals India Manufacturing and Marketing Private Limited could not be examined and accordingly be mentioned.



- d. Save and subject what has been stated herein above, in my view, the Subject Property appears to be free from encumbrances and have a marketable title respectively in the name of the present owners being **(1) Denberg Builders L.L.P.**, **(2) Dhanlabh Projects L.L.P.** and **(3) Visard Developers L.L.P.** for their respective portions of the Subject Property.
- e. It is to be noted that R.S. Dag No. 262 was further divided into two L.R. Dag Nos. being 347 and 358 and the entries which appear in the registration office searches have been investigated further and from the certified copies as provided to us, the details of which are mentioned under point 2(a) to 2 (f) above, it is safe to conclude that the said entries and/or the documents as mentioned above under point 2 (a) to 2 (f) are not related to the Subject Property and that the same pertains to L.R. Dag No. 358 and not 347 (which is the Subject Property) and therefore the entries are irrelevant and are not adverse.

6. Disclaimers:

The scope of my report is limited by the following general parameters:

- a. I have assumed that the copies of the documents provided to me:
 - i. bear the genuine signatures, dates, stamps, seals and other markings and are true copies of the originals;
 - ii. are the only documents available with the client as aforesaid relating to the title of the Subject Property;
 - iii. have not been superseded by any other document not made available to me for whatever reason.
- b. My report relates only to searches caused to be conducted by me and does not relate to any other encumbrance and/or charge including those created, if any, by operation of law, like statutory charges on default of payment of income tax, sales tax, other government dues etc.
- c. This report is addressed to and is solely for the benefit of my client as aforesaid.
- d. No person other than my client as aforesaid shall, except with my consent, rely on this report or any part thereof. I shall not be liable in any manner if a third party relies on this report, with or without my consent.

Yours faithfully

(Chandra Prakash Kakarania)
Advocate, Calcutta High Court
CPK LEGAL

Encl:

1. Search Notes and Reports:

- a. Registration Office Searches of the Subject Property
 - b. Court Searches
 - c. BL&LRO
 - d. Land Acquisition Department, North 24 Parganas, Barasat
 - e. Urban Land Ceiling Department, North 24 Parganas
 - f. CERSAI
2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned) as mentioned in Point No. 2 above (All Documents for all Dag Numbers handed over together separately)



3rd April 2024

To,
DTC Projects Private Limited
1, Netaji Subhas Road, 1st Floor,
Kolkata - 700001, West Bengal, India

Kind Attn.: Mr. Pratyush Jalan / Mr. Ravi Khaitan

**Sub: Report on Title of the Subject Property:
R.S. Dag No. 288, corresponding to L.R. Dag No. 348**

1. Description of Subject Property:

ALL THAT the piece and parcel of "Bagan" land measuring about **50 (Fifty) decimal** out of the total land measuring 50 satak/decimal, comprised in R.S. Dag No. 288, corresponding to L.R. Dag No. 348, recorded under present L.R. Khatian No. 4799, 4813, 4814, 4815, 4816, 4823 and 4824, within Mouza- Humaipur, Badu Road (off-road) J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas, West Bengal.

2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned):

- a. Indenture of conveyance dated 29.03.1985 between Parimal Chandra Basu, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and registered in the office of the Registrar of Assurances, Calcutta, Being No. 4849 for the year 1985.
- b. Indenture of conveyance dated 29.03.1985 between one Monjusree Basu, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and registered in the office of the Registrar of Assurances, Calcutta, Being No. 4850 for the year 1985.
- c. Indenture of conveyance dated 09.07.1985 between Hari Mohan Deb, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and registered in the office of the Sub- Registrar Barasat, Being No. 6200 for the year 1985.
- d. Indenture of conveyance dated 09.07.1985 between Hari Mohan Deb, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and is registered in the office of the Additional District Registrar, Barasat, Being No. 2696 for the year 1985.
- e. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Dhanterash Builders L.L.P., being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8313 for the year 2016.



- f. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Gyanmurti Builders L.L.P., being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8312 for the year 2016.
- g. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Goodrise Projects L.L.P., being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8314 for the year 2016.
- h. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Karmroop Builders L.L.P., being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 7515 for the year 2016.
- i. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Kalakirti Projects L.L.P., being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8309 for the year 2016.
- j. Indenture of conveyance dated 27.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Fastener Infracon Private Limited, being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8138 for the year 2016.
- k. Indenture of conveyance dated 27.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Fastener Residency Private Limited, being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8140 for the year 2016.
- l. Mutation Certificate issued by the Madhyamgram Municipality in the name of **(1)** Dhanterash Builders L.L.P., **(2)** Goodrise Projects L.L.P., **(3)** Gyanmurti Builders L.L.P., **(4)** Karmroop Builders L.L.P., **(5)** Kalakirti Projects L.L.P., **(6)** Fastener Infracon Private Limited, and, **(7)** Fastener Residency Private Limited, Holding Nos. for each of them being, 178/12, 178/38, 178/11, 178/22, 178/18, 178/31, and 178/30, respectively, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.
- m. Conversion Certificate issued by the Block Land & Land Reforms Officer, Barasat - II, North 24 Parganas, in respect of L.R. Plot No. 348, all within Mouza-Humaipur, Badu Road (off-road), J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas. It appears from the said Conversion Certificate that the Subject Property stands converted to 'Bahutal Abasan'.



3. Search Report:

I have caused searches to be made (as per details given below) and the findings are as follows:

a. Registration Office Searches:

- i. Searches have been caused to be conducted in the office of (1) Additional District Sub-Registrar, Barasat, (2) District Sub Registrar-I, Barasat, (3) District Sub Registrar-II, Barasat, (4) District Sub Registrar-III, Barasat, (5) Registrar of Assurance-I, Kolkata, (6) Registrar of Assurance-II, Kolkata, (7) Registrar of Assurance-III, Kolkata, (8) Registrar of Assurance-IV, Kolkata, during the year 1993 till 2023 and as per records available, no adverse entry during this period with respect to the Subject Property is found in **Index II** as also in **Index I**.
- ii. One development agreement dated 31.07.2020, however, by and between one Aagrahsheel Agencies and others, being the "Landlord" of the one part and Arrjavv Builders Pvt. Ltd., being the "Developer" of the other part, was found to have been registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 2350 for the year 2020.
- iii. The said development agreement dated 31.07.2020 was, however, found to have been cancelled by a cancellation deed dated 14.08.2023, registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 4701 of the year 2023.
- iv. Since the aforesaid registered development agreement dated 31.07.2020 has since been cancelled by a registered cancellation deed dated 14.08.2023, there appears to be no existing agreement of any nature on the Subject Property.
- v. Apart from the above, no entry has been found affecting the Subject Property.
- vi. With regard to the said searches, I would like to specifically mention the following:
 - I. Since the time of computerization of records, the registration offices do not maintain Indices for public inspection and the clerk sitting on the computer gives oral details to the searcher in respect of the concerned property and as such my report is based on such oral information.
 - II. Since the introduction of Section 47A of the Indian Stamp Act, 1899 as applicable to West Bengal, "**pending**" documents get recorded in Indices only upon payment of deficit stamp duty and deficit registration fee applicable on such documents, although they take effect from the date of the execution of such documents and as such my report is based on the documents already recorded in the Indices on the date of causing the searches.



- b. **Court Searches:** Information obtained from the Courts of Learned Civil Judge (Senior Division) and Learned Civil Judge (Junior Division) at Barasat, for the period 2012 to 2023, have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner of the Subject Property (Chemicals India Manufacturing and Marketing Private Limited and/or it's Director namely Yamini Khandelwal) during the period 2012 till the date of causing the searches.
- c. **B.L & L.R.O:** Dag information has been obtained from the official website of the Government of West Bengal, i.e., "banglarbhumigov.in", in respect of L.R. Dag No. 348 within Mouza- Humaipur, J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, district - North 24 Parganas which is found to record the name of the present Owners of the Subject Property.
- d. **Land Acquisition Department, North 24 Parganas, Barasat:** Official information with respect to the acquisition findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali, to the Land Acquisition Department, District Magistrate & Collectorate, North 24 Parganas, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- e. **Urban Land Ceiling Department, North 24 Parganas:** Official information with respect to the Urban Land Ceiling Department findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali to the ULC Department, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- f. **CERSAI:** As per searches at the records maintained by the Central Registry of Securitization Asset Reconstruction and Security Interest, upon payment of prescribed fees under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (Central Registry) Rules, 2011, no adverse entry has been found.
- g. **National Company Law Tribunal, Kolkata:** Information obtained from online portal from the year 2012 to 2023 have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner (Chemicals India Manufacturing And Marketing Private Limited and/or it's Director namely Yamini Khandelwal, Suraj Khandelwal and Bipin Chandra Shah) of the Subject Property.

4. **Devolution on Title as per Document/Searches:**

WHEREAS two minor sons namely (i) Mohammad Ajjur Rahman and (ii) Muhammad Hafizur Rahman and one minor daughter namely Ajuara Khatun of late Sahidul Islam were the sole and absolute co-owners of **ALL THAT** the land measuring **7.5 (Seven Point Five) decimal** [out of 17 (Seventeen) decimal out of 50 (Fifty)] decimal in R.S. Dag No. 288 of Mouza Humaipur, P.S Barasat North 24 Parganas.

AND WHEREAS Rabeya Khatun (mother of the aforesaid minor children) had been appointed as Legal Guardian vide Court Order dated 16.03.1979 in Case No. VII/30/1979 by the competent court of jurisdiction.



AND WHEREAS the said Rabeya Khatun on behalf of her minor children sold, transferred and conveyed in favour of one Monjusree Basu, **ALL THAT** the said land measuring **7.5 (Seven Point Five) decimal** [out of 17 (Seventeen) decimal from out of 50 (Fifty)] in R.S. Dag No.288 of Mouza Humaipur, P.S-Barasat, North 24 Parganas by a deed of conveyance registered on 19.03.1980. with the Sub-Registrar, Barasat and recorded in Book number 1, Volume Number-40, Pages- 8 to 11, Being No. 1982 for the year 1980.

AND WHEREAS the said Rabeya Khatun, in her individual capacity, was the owner of **ALL THAT** the land measuring **16 (Sixteen) decimal** [out of 32.5 (Thirty Two Point Five decimal)] comprised in R.S. Dag No. 288, in Mouza Humaipur and Abdalpur, P.S.- Barasat North 24 Parganas and the said Rabeya Khatun sold, transferred and conveyed, amongst other lands/properties, the said land measuring **16 (Sixteen) decimal** [out of 32.5 (Thirty Two Point Five) decimal] comprised in R.S. Dag No. 288, situated at Mouza Humaipur, P.S.- Barasat North 24 Parganas in favour of one Manjusree Basu by a deed of conveyance dated 03.03.1980, registered with the Sub-Registrar of Barasat and recorded in Book-I, Volume Number- 22, Pages - 244-249, Being No. 1488 for the year 1980.

AND WHEREAS the said Manjusree Basu sold, transferred and conveyed, amongst other lands/properties, **ALL THAT** the piece and parcel of land measuring about **7.5 (Seven Point Five) decimal** [out of 17 (Seventeen) decimal out of 50 (Fifty) decimal] in R.S. Dag No. 288, Khatian No. 231 and 297, J.L No. 52, Mouza- Humaipur, Barasat North 24 Parganas **AND ALL THAT** the piece and parcel of land measuring about **16 (Sixteen) decimal** [out of 32.5 (Thirty Two Point Five) decimal out of 40 (Forty) decimal] in R.S. Dag No. 288, Khatian No. 231 and J.L No. 52, Mouza- Humaipur, Barasat North 24 Parganas in favour of one Chemicals India Manufacturing and Marketing Private Limited by deed of conveyance dated 29.03.1985, registered at the office at the Registrar of Assurances, Calcutta and recorded in Book No. 1, Volume No. 85, Pages from 324 to 341, Being No. 4850 for the year 1985.

AND WHEREAS one Sheikh Golam Rasul, Sheikh Nur Hosein, Mosammat Huran Neecha Bibi, Sheikh Ali Husein, Seikh Natiar Rahman, Anoara Khatun Manjura Khatun, Babeya Khatun, Ahamed Ali, Sahadat Ali, Aklima Bibi, Saheb Ali, Choban Mondal, Sahadat Ali, were the owners of, amongst other lands/properties, **ALL THAT** the land measuring **16.5 (Sixteen Point Five) decimal** [out of 32.5 Thirty Two Point Five) decimal out of 40 (Forty) decimal out of 50 (Fifty) decimal] in R.S. Dag No. 288, Khatian No. 231 and 297 at Mouza Humaipur.

AND WHEREAS the aforesaid owners sold, transferred and conveyed aforesaid land measuring **16.5 (Sixteen Point Five) decimal** [out of 32.5 Thirty Two Point Five) decimal out of 40 (Forty) decimal out of 50 (Fifty) decimal] in R.S. Dag No. 288, Khatian No. 231 and 297 at Mouza Humaipur in favour of one Parimal Chandra Basu by way of deed of conveyance dated 03.03.1980, registered at the office at the Sub- Registrar, Barasat and recorded in Book No. 1, Volume No. 22, Pages from 238 to 243, Being No. 1487 for the year 1980.

AND WHEREAS the said Parimal Chandra Basu sold, transferred and conveyed among other portions of land, **ALL THAT** the piece and parcel of land measuring **16.5 (Sixteen Point Five) decimal** [out of 32.5 Thirty Two Point Five) decimal out of 40 (Forty) decimal out of 50 (Fifty) decimal] in R.S. Dag No. 288, Khatian No. 231 and 297 at Mouza Humaipur J.L. No. 52, Barasat, North 24 Parganas in favour of one Chemicals India



Manufacturing and Marketing Private Limited by way of deed of conveyance dated 29.03.2985, registered at the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 85, Pages from 310 to 325, Being No. 4849 for the year 1985.

AND WHEREAS from the recital mentioned in the sale deed dated 09.07.1985, registered at Sub-Registrar Barasat and recorded in Book No. I, Volume No. 74, Pages 436 to 451, Being No. 6200 for the year 1985 read with Schedule 'E' contained therein, it appears that one Asmat Ali Mondal was the sole and absolute owner, amongst other lands/properties, **ALL THAT** the piece and parcel of land measuring **08 (Eight) decimal** [out of 50 (Fifty) decimal in R.S. Dag No. 288, Khatian No. 297, J.L. No.- 52, Mouza Humaipur, Barasat, North 24 Parganas.

AND WHEREAS from the said recital of the said Deed No. 6200, it further appears that the said Asmat Ali Mondal died leaving his surviving son Ebadat Ali Mondal who inherited and became owner of the abovesaid property left by Asmat Ali Mondal .

AND WHEREAS from the said recital of the said Deed No. 6200 read with Schedule 'E' contained therein, it further appears that the said Ebadat Ali Mondal sold **ALL THAT** the piece and parcel of land measuring **08 (Eight) Six Point Seventy Five) decimal** [out of 50 (Fifty) decimal] in R.S. Dag No. 288, Khatian No. 297, J.L. No.- 52, Mouza Humaipur, Barasat, North 24 Parganas in favour of one Hari Mohan Deb by a sale deed dated 16.08.1976, registered at the office of Barasat, Sub-Registrar and recorded in Book No. I, Volume No. 79, pages 224 to 229 being No. 6482 of 1976.

AND WHEREAS the said Hari Mohan Deb, although apparently becoming owner of only 08 (Eight) decimal of land by virtue of the said Deed No. 6200, however, sold, transferred and conveyed amongst other lands/properties, **ALL THAT** the piece and parcel of land measuring **9.25 (Nine Point Twenty Five) decimal** [out of 50 (Fifty) decimal] in R.S. Dag No. 288, Khatian No. 297 in favour of the said Chemicals India Manufacturing and Marketing Private Limited by way of sale deed dated 09.07.1985, registered at Additional District Sub-Registrar Barasat and recorded in Book No. I, Volume No. 35, Being No. 2696 for the year 1985.

Note: It is not understood how Hari Mohan Deb got title of 1.25 (One Point Twenty Five) decimal of land of the said R.S. Dag No. 288 and it is also not understood as to how the said 1.25 (One Point Twenty Five) was sold to Chemicals India Manufacturing and Marketing Private Limited

AND WHEREAS by an indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 218954 to 218984, Being No. 8313 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Dhanterash Builders L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 50 (Fifty) decimal] comprised within R.S. Dag No. 288 corresponding to L.R. Dag No. 348, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Dhanterash Builders L.L.P. became the owner of the land so purchased



AND WHEREAS the said Dhanterash Builders L.L.P. could get its name recorded as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4799 only to the extent of 6.78 (Six Point Seventy Eight) decimal of land instead of 09 (Nine) decimal, so purchased.

AND WHEREAS by an indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 219015 to 219044, Being No. 8314 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Goodrise Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 50 (Fifty) decimal] comprised within R.S. Dag No. 288 corresponding to L.R. Dag No. 348, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Goodrise Projects L.L.P. became the owner of the land so purchased

AND WHEREAS the said Goodrise Projects L.L.P. could get its name recorded as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4813 only to the extent of 8.78 (Eight Point Seventy Eight) decimal of land instead of 09 (Nine) decimal, so purchased..

AND WHEREAS by an indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 219647 to 219676, Being No. 8312 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Gyanmurti Builders L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 50 (Fifty) decimal] comprised within R.S. Dag No. 288 corresponding to L.R. Dag No. 348, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Gyanmurti Builders L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Gyanmurti Builders L.L.P. could get its name recorded as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4814 only to the extent of 8.78 (Eight Point Seventy Eight) decimal of land instead of 09 (Nine) decimal, so purchased..

AND WHEREAS by an indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 198200 to 198228, Being No. 7515 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one and Karmroop Builders L.L.P., being the purchaser of the other part is **ALL THAT** the land measuring **09 (Nine) decimal** [out of 50 (Fifty) decimal] comprised within R.S. Dag No. 288 corresponding to L.R. Dag No. 348, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal



and pursuant thereto the said Karmroop Builders L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Karmroop Builders L.L.P. could get its name recorded as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4815 only to the extent of 8.79 (Eight Point Seventy Nine) decimal of land instead of 09 (Nine) decimal), so purchased.

AND WHEREAS by an indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 219556 to 219586, Being No. 8309 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Kalakirti Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 50 (Fifty) decimal] comprised within R.S. Dag No. 288 corresponding to L.R. Dag No. 348, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Kalakirti Projects L.L.P., became the owner of the land so purchased.

AND WHEREAS the said Kalakirti Projects L.L.P. could get its name recorded as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4816 only to the extent of 8.79 (Eight Point Seventy Nine) decimal of land instead of 09 (Nine) decimal), so purchased.

AND WHEREAS by an indenture of conveyance dated 27.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 215010 to 215038, Being No. 8138 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Fastener Infracon Private Limited, being the purchaser of the other part **ALL THAT** the land measuring **02 (Two) decimal** [out of 50 (Fifty) decimal] comprised within R.S. Dag No.288 corresponding to L.R. Dag No. 348, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Fastener Infracon Private Limited became the owner of the land so purchased.

AND WHEREAS the said Fastener Infracon Private Limited duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4823 only to the extent of .0179 (Point Zero One Seven Nine) decimal of land instead of 02 (Two) decimal), so purchased.

AND WHEREAS by an indenture of conveyance dated 27.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 215068 to 215096 bearing No. 8140 for the year 2016 between Chemicals India Manufacturing and Marketing Private Limited as the vendor of the one part, and for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Fastener Residency Private Limited, being the purchaser of the other part **ALL THAT** the land measuring **03 (Three) decimal**, out of 50 (Fifty) decimal comprised within R.S.



Dag No. 288, corresponding to L.R. Dag No. 348, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Fastener Residency Private Limited became the owner of the land so purchased .

AND WHEREAS the said Fastener Residency Private Limited duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4824 only to the extent of .0279 (Point Zero Two Seven Nine) decimal of land instead of 03 (Three) decimal, so purchased.

AND WHEREAS pursuant to the above, the said (1) Dhanterash Builders L.L.P. [having purchased 09 (Nine) decimal of land], (2) Goodrise Projects L.L.P. [having purchased 09 (Nine) decimal of land], (3) Gyanmurti Builders L.L.P. [having purchased 09 (Nine) decimal of land], (4) Karmroop Builders L.L.P. [having purchased 09 (Nine) decimal of land], (5) Kalakirti Projects L.L.P. [having purchased 09 (Nine) decimal of land], (6) Fastener Infracon Private Limited [having purchased 02 (Two) decimal of land], (7) Fastener Residency Private Limited [having purchased 03 (Three) decimal of land] became the joint owners of their respectively purchased shares, i.e., **ALL THAT** the entire land measuring **50 (Fifty) decimal** comprised at R.S. Dag No. 288 corresponding to L.R. Dag No. 348, at Mouza- Humaipur.

5. Observations and Conclusions (Based on the Documents Supplied and/or the Search Results:

- a. Let this be mentioned that as per the above details, 50 (Fifty) decimal of land is sold by Chemicals India Manufacturing and Marketing Private Limited to 07 (Seven) entities, although the said Chemicals India Manufacturing and Marketing Private Limited became owner of only 48 (Forty Eight) decimal of land in the said Subject Property.
- b. The entity of land so purchased by the abovesaid 7 (Seven) owners has not yet been fully mutated and the reasons thereof is not understood.
- c. It appears from the 'Banglarbhumii' website that .0200 (Point Zero Two Zero Zero), i.e., 2 (Two) decimals of land is involved in court cases and are still continuing to be recorded respectively in the name of Chemicals India Manufacturing and Marketing Private Limited and Mohd. Noor Alam under L.R. Khatian No. 4478 and L.R. Khatian No. 4110 respectively with the remark "CC" (which means Court Case). These cases need to be resolved in order to enable the present owners to get its name recorded for entirety of land purchased.
- d. Let it be further mentioned that it appears from the Dag details obtained from search records as well as from the "Banglarbhoomi" website that 1.50 (One Point Five Zero) decimal of land is still lying recorded in the name of Pradip Kumar Ghosh, Rinku Pal, Sampa Pradhan and Nipa Ghosh respectively under LR Khatian Nos. 6325, 6326, 6327 and 6328.
- e. Save and subject what has been stated herein above, in my view, the Subject Property appears to be free from encumbrances and have a marketable title respectively in the name of the present owners being (1) Dhanterash Builders L.L.P., (2) Goodrise Projects L.L.P., (3) Gyanmurti Builders L.L.P., (4) Karmroop Builders L.L.P., (5) Kalakirti Projects L.L.P., (6) Fastener Infracon Private Limited,



and, (7) Fastener Residency Private Limited for their respective portions of the Subject Property.

6. Disclaimers:

The scope of my report is limited by the following general parameters:

- a. I have assumed that the copies of the documents provided to me:
 - i. bear the genuine signatures, dates, stamps, seals and other markings and are true copies of the originals;
 - ii. are the only documents available with the client as aforesaid relating to the title of the Subject Property;
 - iii. have not been superseded by any other document not made available to me for whatever reason.
- b. My report relates only to searches caused to be conducted by me and does not relate to any other encumbrance and/or charge including those created, if any, by operation of law, like statutory charges on default of payment of income tax, sales tax, other government dues etc.
- c. This report is addressed to and is solely for the benefit of my client as aforesaid.
- d. No person other than my client as aforesaid shall, except with my consent, rely on this report or any part thereof. I shall not be liable in any manner if a third party relies on this report, with or without my consent.

Yours faithfully,


(Chandra Prakash Kakarania)
Advocate, Calcutta High Court
CPK LEGAL

Encl:

1. Search Notes and Reports:

- a. Registration Office Searches of the Subject Property
- b. Court Searches
- c. BL&LRO
- d. Land Acquisition Department, North 24 Parganas, Barasat
- e. Urban Land Ceiling Department, North 24 Parganas
- f. CERSAI

- 2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned) as mentioned in Point No. 2 above (All Documents for all Dag Numbers handed over together separately)

3rd April 2024

To,
DTC Projects Private Limited
1, Netaji Subhas Road, 1st Floor,
Kolkata - 700001, West Bengal, India

Kind Attn.: Mr. Pratyush Jalan / Mr. Ravi Khaitan

Sub: Report on Title of the Subject Property:
R.S. Dag No. 287, corresponding to L.R. Dag No. 349

1. Description of Subject Property:

ALL THAT the piece and parcel of "Danga" land measuring about **25 (Twenty-Five) decimal** out of the total land measuring 27 satak/decimal, comprised in a portion of R.S. Dag No. 287, corresponding to L.R. Dag No. 349, recorded under present L.R. Khatian No. 4809, 4823 and 4848, within Mouza- Humaipur, Badu Road (off-road) J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas, West Bengal.

2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned):

- a. Indenture of conveyance dated 09.07.1985 between Hari Mohan Deb, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and registered in the office of the Sub- Registrar Barasat, Being No. 6200 for the year 1985.
- b. Indenture of conveyance dated 09.07.1985 between Hari Mohan Deb, being the vendor of the one part, and Chemicals India Manufacturing and Marketing Private Limited, being the purchaser of the other part and is registered in the office of the Additional District Registrar, Barasat, Being No. 2696 for the year 1985.
- c. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Kingtrad Developers L.L.P., being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 7511 for the year 2016.
- d. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Mangalgouri Projects L.L.P., being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 7512 for the year 2016.



- e. Indenture of conveyance dated 27.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Fastener Infracon Private Limited, being the purchaser of the other part and is registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 8138 for the year 2016.
- f. Mutation Certificate issued by the Madhyamgram Municipality in the name of (1) Kingtrad Developers L.L.P., (2) Mangalgouri Projects L.L.P., and (3) Fastener Infracon Private Limited, Holding Nos. for each of them being, 178/33, 178/41, 178/23, respectively, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.
- g. Conversion Certificate issued by the Block Land & Land Reforms Officer, Barasat - II, North 24 Parganas, in respect of L.R. Plot No. 349, all within Mouza-Humaipur, Badu Road (off-road), J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, District - North 24 Parganas. It appears from the said Conversion Certificate that the Subject Property stands converted to 'Bahutal Abasan'.

3. Search Report:

I have caused searches to be made (as per details given below) and the findings are as follows:

a. Registration Office Searches:

- i. Searches have been caused to be conducted in the office of (1) Additional District Sub-Registrar, Barasat, (2) District Sub Registrar-I, Barasat, (3) District Sub Registrar-II, Barasat, (4) District Sub Registrar-III, Barasat, (5) Registrar of Assurance-I, Kolkata, (6) Registrar of Assurance-II, Kolkata, (7) Registrar of Assurance-III, Kolkata, (8) Registrar of Assurance-IV, Kolkata, during the year 1993 till 2023 and as per records available, no adverse entry during this period with respect to the Subject Property is found in **Index I** as also in **Index II**.
- ii. One development agreement dated 31.07.2020, however, by and between one Aagrahsheel Agencies and others, being the "Landlord" of the one part and Arrjav Builders Pvt. Ltd., being the "Developer" of the other part, was found to have been registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 2350 for the year 2020.
- iii. The said development agreement dated 31.07.2020 was, however, found to have been cancelled by a cancellation deed dated 14.08.2023, registered at the office of Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 4701 of the year 2023.
- iv. Since the aforesaid registered development agreement dated 31.07.2020 has since been cancelled by a registered cancellation deed dated 14.08.2023, there appears to be no existing agreement of any nature on the Subject Property.



v. Apart from the above, no entry has been found affecting the Subject Property.

vi. With regard to the said searches, I would like to specifically mention the following:

I. Since the time of computerization of records, the registration offices do not maintain Indices for public inspection and the clerk sitting on the computer gives oral details to the searcher in respect of the concerned property and as such my report is based on such oral information.

II. Since the introduction of Section 47A of the Indian Stamp Act, 1899 as applicable to West Bengal, "pending" documents get recorded in Indices only upon payment of deficit stamp duty and deficit registration fee applicable on such documents, although they take effect from the date of the execution of such documents and as such my report is based on the documents already recorded in the Indices on the date of causing the searches.

b. **Court Searches:** Information obtained from the Courts of Learned Civil Judge (Senior Division) and Learned Civil Judge (Junior Division) at Barasat, for the period 2012 to 2023, have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner of the Subject Property (Chemicals India Manufacturing and Marketing Private Limited and/or its Director namely Yamini Khandelwal) during the period 2012 till the date of causing the searches.

c. **B.L & L.R.O:** Dag information has been obtained from the official website of the Government of West Bengal, i.e., "banglarbhumigov.in", in respect of L.R. Dag No. 349 within Mouza- Humaipur, J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, district - North 24 Parganas which is found to record the name of the present Owners of the Subject Property.

d. **Land Acquisition Department, North 24 Parganas, Barasat:** Official information with respect to the acquisition findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali, to the Land Acquisition Department, District Magistrate & Collectorate, North 24 Parganas, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.

e. **Urban Land Ceiling Department, North 24 Parganas:** Official information with respect to the Urban Land Ceiling Department findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali to the ULC Department, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.

f. **CERSAI:** As per searches at the records maintained by the Central Registry of Securitization Asset Reconstruction and Security Interest, upon payment of prescribed fees under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (Central Registry) Rules, 2011, no adverse entry has been found.



- g. **National Company Law Tribunal, Kolkata:** Information obtained from online portal from the year 2012 to 2023 have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner (Chemicals India Manufacturing And Marketing Private Limited and/or it's Director namely Yamini Khandelwal, Suraj Khandelwal and Bipin Chandra Shah) of the Subject Property.

4. **Devolution on Title as per Document/Searches:**

WHEREAS one Karimbox alias Karom Ali and others were the owners of **ALL THAT** the piece and parcel of land measuring **02 (Two) decimal** comprised in R.S. Dag No. 287, , J.L. No. 52, Mouza-Humaipur, Barasat, North 24 Parganas.

AND WHEREAS the said Karimbox alias Karom Ali died, leaving behind his two sons namely Juman Ali Mondal and Naser Ali Mondal, three daughters namely Moharjan Bibi, Neharjan Bibi and Sokarjan Bibi and widow Aharjan Bibi who inherited and became owners of their respective shares in the property left by Karimbox alias Karom Ali.

AND WHEREAS the said Juman Ali Mondal, Naser Ali Mondal, three daughters namely Moharjan Bibi, Neharjan Bibi and Sokarjan Bibi and widow Aharjan Bibi sold away **ALL THAT** the piece and parcel of the abovesaid land measuring **02 (Two) decimal** comprised in R.S. Dag No. 287, , J.L. No. 52, Mouza Humaipur, Barasat, North 24 Parganas in favour of one Hari Mohan Deb by a sale Deed dated 22.01.1973, registered in the office of Barasat, Sub Registrar Office recorded in Book No. I, Volume No. 16, Pages 88 to 91, Being No. 1900 of 1973.

AND WHEREAS one Golam Rabanni, Akkaj Mondal, Kalu Mondal and Sakowat Mondal were the joint owners of **ALL THAT** the piece and parcel of land measuring **07 (Seven) decimal** [out of 27 (Twenty Seven) decimal] comprised in R.S. Dag No. 287, , J.L. No. 52, Mouza-Humaipur, Barasat, North 24 Parganas.

AND WHEREAS the said Golam Rabanni died leaving behind his two sons namely Nur Mohammad and Barkatulla alias Samser Ali who inherited and became owners of their respective shares in the share of Golam Rabanni.

AND WHEREAS the said Barkatulla alias Samser Ali got the share of Akkaj Mondal by way of Heba.

AND WHEREAS aforesaid Sakowat Ali Mondal gifted his share to one Din Mohammad and Ahad Bux by way of Registered Heba dated 24.12.1969 being No. 12075 of 1969.

AND WHEREAS the said Kalu Mondal died leaving behind him his only son Abdul Jalil who died leaving behind his son namely Ambat Ali, daughter Hasina Khatun and widow Marjida Khatun who inherited and became owners of their respective shares in the share of the said Kalu Mondal.

AND WHEREAS the said Nur Mohammad, Barkatulla alias Samser Ali, Din Mohammad, Ahad Bux, Ambat Ali, Hasina Khatun and Marjida Khatun sold away their share being **ALL THAT** the piece and parcel of land measuring **07 (Seven) decimal** [out of 27 (Twenty Seven) decimal] in R.S. Dag No. 287, , J.L. No. 52, Mouza Humaipur, Barasat, North 24 Parganas in favour of the said Hari Mohan Deb by sale Deed dated



06.07.1973, registered in Barasat Sub Registry Office and recorded in Book No. I, Volume No. 80, Pages 241 -244, Being No. 6473 of 1973.

AND WHEREAS one Golam Bari Mondal who died leaving behind him his daughter Sakhi Bibi and widow Kulsum Bibi who died leaving behind her only daughter Sakhi Bibi inherited, amongst other lands/properties, and became owner of **ALL THAT** land measuring **18 (Eighteen) decimal** [out of 27 (Twenty Seven) decimal] in R.S. Dag No. 287, J.L. No. 52, Mouza Humaipur, Barasat, North 24 Parganas.

AND WHEREAS the said Sakhi Bibi sold away **ALL THAT** the piece and parcel of land measuring **18 (Eighteen) decimal** [out of 27 (Twenty Seven) decimal] in R.S. Dag No. 287, J.L. No. 52, Mouza Humaipur, Barasat, North 24 Parganas in favour of the said Hari Mohan Deb by a sale deed dated 17.04.1974, registered in Barasat Sub- Registrar and recorded in Book No. I, Volume No. 47, Pages 139 to 141, Being no. 3641 of 1974.

AND WHEREAS said Hari Mohan Deb became the owner of the aforesaid properties aggregating to **27 (Twenty Seven) decimal** by virtue of the aforesaid sale deeds.

AND WHEREAS the said Hari Mohan Deb sold, transferred and conveyed, amongst other lands/properties, in favour of one Chemicals India Manufacturing and Marketing Private Limited **ALL THAT** the piece and parcel of land measuring (i) **03 (Three) decimal** [out of 27 (Twenty Seven) decimal] in R.S. Dag No. 287, J.L. No. 52, Mouza Humaipur, Barasat, North 24 Parganas, by way of sale deed dated 09.07.1985, registered at Additional District Sub-Registrar Barasat and recorded in Book No. I, Volume No. 35, Pages 1 to 15, Being No. 2696 for the year 1985 and (ii) **22 (Twenty Two) decimal** [out of 27 (Twenty Seven) decimal] in R.S. Dag No. 287, J.L. No. 52, Mouza Humaipur, Barasat, North 24 Parganas, by way of sale deed dated 09.07.1985, registered at Sub-Registrar, Barasat, and recorded in Book No. I, Volume No. 74, Pages 436 to 451, Being No. 6200 for the year 1985.

AND WHEREAS by an indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas, duly recorded in Book No. I, Volume No. 1503-2016, Pages from 19880 to 198108 being no. 7511 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Kingtrad Developers L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 27 (Twenty Seven) decimal] comprised within R.S. Dag No. 287 corresponding to L.R. Dag No. 349, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Kingtrad Developers L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Kingtrad Developers L.L.P. duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4809.

AND WHEREAS by another indenture of conveyance dated 05.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 198109 to 198138, Being No. 7512 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, for the consideration mentioned



therein granted, transferred, conveyed, assigned, and assured unto and in favour of one Mangalgouri Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 27 (Twenty Seven) decimal] comprised within R.S. Dag No. 287 corresponding to L.R. Dag No. 349, J.L. No. 52, under Mouza-Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Mangalgouri Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Mangalgouri Projects L.L.P. duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4848.

AND WHEREAS by yet another indenture of conveyance dated 27.10.2016, registered in the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 1503-2016, Pages from 215010 to 215038 being No. 8138 for the year 2016 and being No. 8138 for the year 2016, the said Chemicals India Manufacturing and Marketing Private Limited the vendor of the one part, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of one Fastener Infracon Private Limited, being the purchaser of the other part **ALL THAT** the land measuring **07 (Seven) decimal** [out of 27 (Twenty Seven) decimal] comprised within R.S. Dag No. 287 corresponding to L.R. Dag No. 349, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District - North 24 Parganas, West Bengal and pursuant thereto the said Fastener Infracon Private Limited became the owner of the land so purchased.

AND WHEREAS the said Fastener Infracon Private Limited duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4823.

AND WHEREAS pursuant to the above, the said **(1)** Kingtrad Developers L.L.P. [having purchased 09 (Nine) decimal of land], **(2)** Mangalgouri Projects L.L.P. [having purchased 09 (Nine) decimal of land], and **(3)** Fastener Infracon Private Limited [having purchased 07 (Seven) decimal of land] became the joint owners of their respectively purchased shares in **ALL THAT** the piece and parcel of land measuring **25 (Twenty Five) decimal** out of the total land measuring 27 (Twenty Seven) decimal comprised at R.S. Dag No. 287 corresponding to L.R. Dag No. 349, at Mouza- Humaipur.

5. Observations and Conclusions (Based on the Documents Supplied and/or the Search Results:

- a. Let this be mentioned that in Schedule A of sale deed dated 09.07.1985, registered at Additional District Sub-Registrar Barasat and recorded in Book No. I, Volume No. 35, Pages 1 to 15, Being No. 2696 for the year 1985, the details of Dag Nos. in which the then owner held/owned 04 (Four) decimal of property is not mentioned. It is however, taken by us to be 02 (Two) decimal in R.S. Dag No. 286 and 02 (Two) decimal in R.S. Dag No. 287. Our assumption is based on the fact that 25 (Twenty Eight) decimal of property in R.S. Dag No. 287 is matching with the property purchased by Chemicals India Manufacturing and Marketing Private Limited from Hari Mohan Deb and accordingly sold to 3 (Three) entities mentioned above. In case we take 02 (Two) decimal as property purchased in R.S. Dag No. 287, the total quantum of property in R.S. Dag No. 287 being 27 (Twenty Seven)



decimal is also tallying with the quantum of land purchased by Hari Mohan Deb from erstwhile owners.

- b. Let it be further mentioned that it appears from the Dag details obtained from search records as well as from the "Banglarbhoomi" website that 2.00 (Two) decimal of land is still lying recorded in the name of Pradip Kumar Ghosh, Rinku Pal, Sampa Pradhan and Nipa Ghosh respectively under LR Khatian Nos. 6325, 6326, 6327 and 6328.
- c. Save and subject what has been stated herein above, in my view, the Subject Property appears to be free from encumbrances and have a marketable title respectively in the name of the present owners being **(1)** Kingtrad Developers L.L.P., **(2)** Mangalgouri Projects L.L.P., and **(3)** Fastener Infracon Private Limited for their respective portions of the Subject Property.

6. Disclaimers:

The scope of my report is limited by the following general parameters:

- a. I have assumed that the copies of the documents provided to me:
 - i. bear the genuine signatures, dates, stamps, seals and other markings and are true copies of the originals;
 - ii. are the only documents available with the client as aforesaid relating to the title of the Subject Property;
 - iii. have not been superseded by any other document not made available to me for whatever reason.
- b. My report relates only to searches caused to be conducted by me and does not relate to any other encumbrance and/or charge including those created, if any, by operation of law, like statutory charges on default of payment of income tax, sales tax, other government dues etc.
- c. This report is addressed to and is solely for the benefit of my client as aforesaid.
- d. No person other than my client as aforesaid shall, except with my consent, rely on this report or any part thereof. I shall not be liable in any manner if a third party relies on this report, with or without my consent.

Yours faithfully,


(Chandra Prakash Kakarania)
Advocate, Calcutta High Court
CPK LEGAL

Encl:

1. Search Notes and Reports:

- a. Registration Office Searches of the Subject Property
 - b. Court Searches
 - c. BL&LRO
 - d. Land Acquisition Department, North 24 Parganas, Barasat
 - e. Urban Land Ceiling Department, North 24 Parganas
 - f. CERSAI
2. Documents Supplied with respect to the Subject Property (Photocopy/Scanned) as mentioned in Point No. 2 above (All Documents for all Dag Numbers handed over together separately)

