

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. 286, corresponding to L.R. Dag No. 350

1. Description of Subject Property:

ALL THAT piece and parcel of "Bagan" land measuring about **28 (Twenty-Eight) decimal** out of the total land measuring **28 satak/decimal**, comprised in R.S. Dag No. 286, corresponding to L.R. Dag No. 350, recorded under present L.R. Khatian No. 4798, 4817, 4818 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 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.
- b. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Mansamata 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. 7517 for the year 2016.
- c. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Maniratan 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. 7518 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 Nikosh 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. 8325 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 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.
- f. Mutation Certificate issued by the Madhyamgram Municipality in the name of (1) Maniratan Projects L.L.P., (2) Mansamata Projects L.L.P., (3) Nikosh Projects L.L.P., and (4) Visard Developers L.L.P., Holding Nos. for each of them being, 178/42, 178/21, 178/36, and, 178/16, 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. 350, 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 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. 350 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 Abdul Jalil Mondal and his co-sharers were the joint owners of, amongst other lands/properties, of **ALL THAT** the piece and parcel of land measuring **05 (Five) decimal** [out of 28 (Twenty-Eight) decimal] in R.S. Dag No. 286, J.L. No. 52, at Mouza Humaipur, Barasat, North 24 Parganas.

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

AND WHEREAS the said Ambat Ali Mondal, Hasina Khatun, Marjida Khatun sold away their share of **ALL THAT** the piece and parcel of land measuring **05 (Five) decimal** [out of 28 (Twenty-Eight) decimal] as aforesaid, in favour of one Hari Mohan Deb by a sale deed dated 14.03.1973, registered in Barasat Sub Registry and recorded in Book No. I, Volume No. 34, Pages 78 to 81, Being No. 2108.

AND WHEREAS one Golam Rabbani, Akkaj Mondal, Sokowat Mondal were the co-owners, amongst other lands/properties, of **ALL THAT** the piece and parcel of land measuring **21 (Twenty-One) decimal** in R.S. Dag No. 286, J.L. No. 52, Mouza Humaipur, Barasat, North 24 Parganas.

AND WHEREAS the said Golam Rabbani died leaving behind his 2 sons namely Nur Ali alias Nur Mohammad and Barkatulla alias Samser Ali who inherited and became owners of their respective share in the property left by Golam Rabbani.

AND WHEREAS the said Nur Ali alias Nur Mohammad purchased Sakowat Ali's share of land of by a deed dated 06.04.1962, Being no. 3454 of 1962.

AND WHEREAS said Barkatulla alias Samser Ali received and accepted the share of land of Akkaj Ali by way of gift deed dated 01.12.1972, Being No. 8509 of 1972.

AND WHEREAS the said both Nur Ali alias Nur Mohammad and Barkatulla alias Samser Ali sold away **ALL THAT** the said **21 (Twenty-One) decimal** of land comprised within R.S. Dag No. 286 situated at Mouza-Humaipur, in favour of Hari Mohan Deb by a Kobala dated 20.03.1978, registered at the office of Barasat, Sub-Registrar and recorded in Book No. I, Volume No. 37, Pages 193 to 195, Being No. 2166 of 1978.

AND WHEREAS one Juman Ali Mondal, Nesar Ali Mondal, Moharjan Bibi, Neharjan Bibi, Sokarjan Bibi and Aharjan Bibi being the joint owners of their respective shares of a portion of R.S. Dag No. 286 of J.L. No. 52, Mouza Humaipur, Barasat, North 24 Parganas measuring 02 (Two) decimal, more or less, sold away **ALL THAT** the said **02 (Two) decimal** of land comprised by a sale deed No. 1900 registered in the Barasat Sub-Registry office in Book No. I, Volume No. 16, Pages 88-91 on 22.01.1973 to Hari Mohan Deb.



AND WHEREAS said Hari Mohan Deb became the owner of the aforesaid properties [i.e., 5 (Five) decimal, 21 (Twenty One) decimal and 02 (Two decimal)] aggregating to a total of 28 (Twenty Eight) decimal of land in the said R.S. Dag R.S. Dag No. 286 of J.L. No. 52, Mouza Humaipur, Barasat, North 24 Parganas, by virtue of the aforesaid sale deeds.

AND WHEREAS said Hari Mohan Deb sold, transferred and conveyed, amongst other lands/properties, **ALL THAT** the piece and parcel of land **28 (Twenty Eight) decimal** in R.S. Dag No. 286 J.L. No. 52, Mouza Humaipur, Barasat, North 24 Parganas, in favour of one 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, Pages 1 to 15, Being No. 2696 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 and recorded in Book No. I, Volume No. 1503-2016, Pages from 198289 to 198318, Being No. 7518 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 Maniratan Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 28 (Twenty-Eight) decimal] comprised within R.S. Dag No. 286 corresponding to L.R. Dag No. 350, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Maniratan Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Maniratan 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. 4798 only to the extent of 02 (Two) 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 198259 to 198288 being No. 7517 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 Mansamata Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 28 (Twenty-Eight) decimal] comprised within R.S. Dag No. 286 corresponding to L.R. Dag no. 350, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Mansamata Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Mansamata 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. 4817.

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 219906 to 219936 being No. 8325 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 Nikosh Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 28 (Twenty-Eight) decimal] comprised within R.S. Dag No. 286 corresponding to L.R. Dag No. 350, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Nikosh Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Nikosh 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. 4818.

AND WHEREAS by an indenture of conveyance dated 27.10.2016, and 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** land measuring **1 (One) decimal** [out of 28 (Twenty Eight) decimal] comprised within R.S. Dag No. 286, corresponding to L.R. Dag No. 350, 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 abovesaid, the said **(1)** Maniratan Projects L.L.P. [having purchased 9 (Nine) decimal of land subject to the outcome of the Court Case as mentioned hereunder], **(2)** Mansamata Projects L.L.P. [having purchased 9 (Nine) decimal of land], **(3)** Nikosh Projects L.L.P. [having purchased 9 (Nine) decimal of land] and **(4)** Visard Developers L.L.P [having purchased 1 (One) decimal of land] became the joint owners of their respectively purchased shares in **ALL THAT** the entire land measuring **28 (Twenty Eight) decimals** comprised at R.S. Dag No 286 corresponding to L.R. Dag No. 350, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal,

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

- a. Let this be mentioned that it appears that 07 (Seven) decimal of land is involved in a court case and is still continuing to be recorded in the name of Mohd. Nur Alam under Khatian No. 4110 and is also involved in another court case in the name of Chemicals India Manufacturing and Marketing Private Limited under Khatian No. 4478. These cases need to be resolved in order to enable Maniratan Projects L.L.P to get its name recorded in respect of the said 07 (Seven) decimal of land.



- b. Let this also 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 28 (Twenty Eight) decimal of property in R.S. Dag No. 286 has been sold by Hari Mohan Deb which is matching with the property purchased by Hari Mohan Deb in case we take 02 (Two) decimal as property purchased in R.S. Dag No. 286. Further, the total quantum of property in R.S. Dag No. 286 is 28 (Twenty Eight) decimal which is also tallying with the aforesaid.
- 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)** Maniratan Projects L.L.P., **(2)** Mansamata Projects L.L.P., **(3)** Nikosh Projects L.L.P., and **(4)** 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. 270, corresponding to L.R. Dag No. 351

1. Description of Subject Property:

ALL THAT piece and parcel of "Danga" land measuring about **33 (Thirty-Three) decimal** out of the total land measuring 33 Satak/decimal, comprised in R.S. Dag No. 270 and 366, corresponding to L.R. Dag No. 351, recorded under present L.R. Khatian No. 4796, 4803, 4812 and 4820, 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 06.03.1985 between Jyotsna Dutta, 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. 3522 for the year 1985.
- b. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Ramrajya Infra 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. 8326 for the year 2016.
- c. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Nilambur 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. 7520 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 Ranbhumi 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. 8322 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 Promoters 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. 8139 for the year 2016.
- f. Mutation Certificate issued by the Madhyamgram Municipality in the name of (1) Ramrajya Infra L.L.P., (2) Nilambur Projects L.L.P., (3) Ranbhumi Projects L.L.P., and (4) Fastener Promoters Private Limited, Holding Nos. for each of them being, 178/35, 178/1, 178/8, and 178/31, 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. 351, 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 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 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. 351 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 Ommat Ali Mondal and Samdani Mondal were the joint owners, amongst other lands/properties, of **ALL THAT** the land measuring **33 (Thirty-Three) decimal**, comprised in R.S. Dag No. 270 under Khatian No. 231 situated at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

AND WHEREAS the said Ommat Ali Mondal died intestate leaving behind his five sons namely Abdul Sobhan Mondal, Abdul Jabbar Mondal, Abdul Jalil Mondal, Abdul Kader Mondal and Abdul Sattar Mondal and three daughters namely Mosammat Chapa Bibi, Musammat Banu Bibi and Mosammat Ojo Bibi who all inherited and became owners of their respective shares in the abovesaid property left by Ommat Ali Mondal.

AND WHEREAS the said Abdul Sobhan Mondal died intestate leaving behind his widow Rabeya Khatun Bibi and his only son Sahidul Islam and a daughter Rahima Khatun Bibi who inherited and became owners of their respective shares in the property left by Abdul Sobhan Mondal.

AND WHEREAS the said Abdul Jalil Mondal died intestate leaving his widow Mossammat Johura Khatun Bibi and a minor son Noor Alam who inherited and became owners of their respective shares in the property left by Abdul Jalil Mondal.

AND WHEREAS the said Samdani Mondal died intestate leaving behind his widow Musammat Saraya Khatun Bibi and four sons namely Soleman Mondal, Mustafa Mondal, Gani Mondal and Kalu Mondal and three daughters namely Musammat Sahidannessa Bibi, Musammat Alta Bibi and Musammat Abhiran Bibi who inherited and became owners of their respective shares in the property left by Samdani Mondal.

AND WHEREAS Mosammat Rabeya Khatun Bibi, widow of Abdul Sobhan Mondal and "OTHERS" [It cannot be ascertained who these "OTHERS" are as no details are given in the Deed No. 3522 of 1985. We however are presuming that it has to be [apart from Mossammat Rabeya Khatun Bibi] (i) Rahima Khatun Bibi, daughter of Abdul Sobhan Mondal (ii) Abdul Jabbar Mondal, son of Ommat Ali Mondal [or in case he has died then his legal heirs] (iii) Mosammat Johura Khatun Bibi, widow of Abdul Jalil Mondal [presumably for herself and for her son Nur Alam[it appears to be the same Nur Alam who has initiated suits against the present owners]] (iv) Abdul Kader Mondal son of Ommat Ali Mondal [or in case he has died then his legal heirs] (v) Abdul Sattar Mondal son of Ommat Ali Mondal [or in case he has died then his legal heirs] (vi) Mossammat Chapa Bibi daughter of Ommat Ali Mondal [or in case he has died then his legal heirs] (vii) Mosammat Bano Bibi daughter of Ommat Ali Mondal [or in case he has died then his legal heirs] (viii) Mosammat Ojo Bibi daughter of Ommat Ali Mondal [or in case he has died then his legal heirs] (ix) Saraya Khatun, widow of Samdani Mondal and four sons of Samdani Mondal namely Soleman Mondal, Mustafa Mondal, Gani Mondal and Kalu Mondal and three daughters of Samdani Mondal namely Musammat Sahidannessa Bibi, Musammat Alta Bibi and Musammat Abhiran Bibi] sold (amongst other properties) their respective right title and/or interest of **ALL THAT** the land in



R.S. Dag No. 269 in Khatian No. 231 of Mouza Humaipur to Sahidul Islam, son of Abdul Sobhan Mondal by a "Kobala" dated 10.05.1965 (no details regarding the registration office at which this Kobala is registered nor details like deed number, and also book no., volume no. etc. is given) and pursuant thereto the said Sahidul Islam being the purchaser of the property became the absolute owner and came to be in possession of the said R.S. Dag No. 269 of Mouza- Humaipur.

AND WHEREAS one Ramoshewar Ajitsaria, Indarchand Ajitsaria and Beharilal Ajitsaria jointly purchased **ALL THAT** the land measuring **33 (Thirty-Three) decimal**, comprised in R.S. Dag No. 270 under Khatian No. 231 situated at Mouza- Humaipur, J.L. No. 52, Barasat, North 24 Parganas, from the said Sahidul Islam, son of Abdul Sobhan Mondal (who had purchased the said R. .S. Dag No. 270, J.L. No. 52, under Mouza Humaipur, P.S. Barasat, North 24 Parganas from the aforesaid legal heirs of the said Ommat Ali Mondal and Samdani Mondal, since deceased) by a sale deed dated 09.01.1967, registered in the Sub-Registry at Barasat and recorded in Book No. I, Volume No. 7, Pages 241- 247, Being No. 235 for the year 1967.

AND WHEREAS the said Ramoshewar Ajitsaria, Indarchand Ajitsaria and Beharilal Ajitsaria sold, transferred and conveyed **ALL THAT** the said piece and parcel of land measuring **ALL THAT** the land measuring **33 (Thirty-Three) decimal**, comprised in R.S. Dag No. 270 under Khatian No. 231 situated at Mouza- Humaipur, J.L. No. 52, Barasat, North 24 Parganas in favour of one Smt. Jyotsna Datta by a deed of conveyance dated 25.04.1978, registered in the Additional District Sub Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 35, pages 12 to 17, Being No. 1285 of 1978.

AND WHEREAS the said Smt. Jyotsna Datta sold, transferred and conveyed in favour of one Chemical India Manufacturing and Marketing Pvt. Ltd. **ALL THAT** the said piece and parcel of land measuring **33 (Thirty-Three) decimal**, comprised in R.S. Dag No. 270 under Khatian No. 231 situated at Mouza- Humaipur, J.L. No. 52, Barasat, North 24 Parganas, by a deed of conveyance dated 06.03.1985, registered in the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 101, pages 66 to 80, Being No. 3522 of 1985.

AND WHEREAS by 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 219937 to 219966, Being No. 8326 for the year 2016, between 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 Ramrajya Infra L.L.P., being the purchaser of the other part, **ALL THAT** the land measuring **09 (Nine) decimal** [out of 33 (Thirty Three) decimal] comprised within R.S. Dag No. 270 and 366 corresponding to L.R. Dag No. 351, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Ramrajya Infra L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Ramrajya Infra 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. 4803.



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 198348 to 198377, Being No. 7520 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 Nilambur Projects L.L.P., being the purchaser of the other part, **ALL THAT** the land measuring **09 (Nine) decimal** [out of 33 (Thirty-Three) decimal comprised within R.S. Dag No. 270 and 366 corresponding to L.R. Dag No. 351, J.L. No. 52, under Mouza-Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Nilambur Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Nilambur 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. 4812.

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 219526 to 219555, Being No. 8322 for the year 2016, then 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 Ranbhumi Projects L.L.P., being the purchaser of the other part, **ALL THAT** the land measuring **09 (Nine) decimal** [out of 33 (Thirty Three) decimal comprised within R.S. Dag No. 270 and 366 corresponding to L.R. Dag No. 351, J.L. No. 52, under Mouza-Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Ranbhumi Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Ranbhumi 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. 4820.

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 215039 to 215067, Being No. 8139 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 Promoters Private Limited, being the purchaser of the other part, **ALL THAT** the land measuring **06 (Six) decimal** [out of 33 (Thirty Three) decimal] comprised within R.S. Dag Nos. 270 and 366 corresponding to L.R. Dag No. 351, 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 Promoters Private Limited became the owner of the land so purchased.

AND WHEREAS the said Fastener Promoters Private Limited 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. 4796 only to the extent of **05 (Five) decimal** of land instead of 06 (Six) decimal, so purchased.



AND WHEREAS pursuant to the abovesaid, the said **(1)** Ramrajya Infra L.L.P. [having purchased 09 (Nine) decimal of land], **(2)** Nilambur Projects L.L.P. [having purchased 09 (Nine) decimal of land], **(3)** Ranbhumi Projects L.L.P. [having purchased 09 (Nine) decimal of land] and **(4)** Fastener Promoters Private Limited [having purchased 06 (Six) decimals of land subject to the outcome of the aforesaid CC], became the joint owners of their respectively purchased shares in **ALL THAT** the land measuring **33 (Thirty-Three) decimal**, comprised in R.S. Dag No. 270 corresponding to L.R. Dag No. 351, under Khatian No. 231 situated at Mouza- Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

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

- a. It appears from the 'Banglarbhumi' website that 01 (One) decimal of land is involved in a court case and is still continuing to be recorded in the name of Mohd. Noor Alam under L.R. Khatian No. 4110 with the remark "CC" (which means Court Case). This case needs to be resolved in order to enable Fastener Promoters Private Limited to get its name recorded in respect of the said remaining 01 (One) decimal of land.
- b. In Deed Nos. 8326, 7520, 8322 and 8319 i.e., where the said Chemicals India Manufacturing and Marketing Private Limited has sold the respective piece and parcel of lands aggregating to 33 (Thirty-Three) decimal, as aforesaid, such piece and parcel of lands are showing to be comprised within R.S. Dag No. 270 and 366. It is understood from the 'Banglarbhumi' website that the corresponding L.R. Dag No. 351 is now comprised of said two Dags namely R.S. Dag No. 270 and 366 and that seems to be reason of the reference of the said two Dags in the aforesaid Deeds.
- 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)** Ramrajya Infra L.L.P., **(2)** Nilambur Projects L.L.P., **(3)** Ranbhumi Projects L.L.P., and **(4)** Fastener Promoters 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. Documents Supplied with respect to the Subject Property (Photocopy/Scanned) as mentioned in Point No. 2 above (All Documents for all Dag Nos. handed over together separately)
- 2. **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

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. 269, corresponding to L.R. Dag No. 352

1. Description of Subject Property:

ALL THAT the piece and parcel of "Danga" land measuring about **13 (Thirteen) decimals** out of the total land measuring 13 satak/decimal, comprised in R.S. Dag No. 269, corresponding to L.R. Dag No. 352, recorded under present L.R. Khatian No. 4801 and 4825, 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 06.03.1985 between Jyotsna Dutta, 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. 3522 for the year 1985.
- b. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Yamini 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. 7516 for the year 2016.
- c. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Rangmahala 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. 7519 for the year 2016.
- d. Mutation Certificate issued by the Madhyamgram Municipality in the name of **(1)** Yamini Projects L.L.P., and **(2)** Rangmahala Projects L.L.P., Holding Nos. for each of them being, 178/10 and, 178/14, respectively, and being 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. 352, 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., "banglarbhumil.gov.in", in respect of L.R. Dag No. 352 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 Ommat Ali Mondal and Samdani Mondal were, amongst other lands/properties, the joint owners of **ALL THAT** the land measuring 1 measuring 13 (Thirteen) decimal [out of 26 (Twenty Six) decimal] comprised in R.S. Dag No. 269



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under Khatian No. 297, under Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

AND WHEREAS the said Ommat Ali Mondal died intestate, leaving behind his five sons namely Abdul Sobhan Mondal, Abdul Jabbar Mondal, Abdul Jalil Mondal, Abdul Kader Mondal and Abdul Sattar Mondal and three daughters namely Mosammat Chapa Bibi, Musammat Banu Bibi and Mosammat Ojo Bibi, who inherited and became the owners of their respective shares in the said property left by the said Ommat Ali Mondal.

AND WHEREAS said Abdul Sobhan Mondal died intestate leaving behind his widow Rabeya Khatun Bibi and his only son Sahidul Islam and a daughter Rahima Khatun Bibi who inherited and became owners of their respective shares in the property left by Abdul Sobhan Mondal.

AND WHEREAS Abdul Jalil Mondal died intestate, leaving his widow Mossammat Johura Khatun Bibi and a minor son Nur Alam, who inherited and became owners of their respective shares in the property left by the said Abdul Jalil Mondal

AND WHEREAS the said Samdani Mondal died intestate leaving behind his widow Musammat Saraya Khatun Bibi and four sons namely Soleman Mondal, Mustafa Mondal, Gani Mondal and Kalu Mondal and three daughters namely Musammat Sahidannessa Bibi, Musammat Alta Bibi and Musammat Abhiran Bibi who inherited and became owners of their respective shares in the property left by the said Samdani Mondal.

AND WHEREAS Mosammat Rabeya Khatun Bibi, widow of Abdul Sobhan Mondal and "OTHERS" [It cannot be ascertained who these "OTHERS" are as no details are given in Deed No 3522 of 1985]. We however are presuming that it has to be [apart from Mossammat Rabeya Khatun Bibi] (i) Rahima Khatun Bibi, daughter of Abdul Sobhan Mondal (ii) Abdul Jabbar Mondal, son of Ommat Ali Mondal [or in case he has died then his legal heirs] (iii) Mosammat Johura Khatun Bibi, widow of Abdul Jalil Mondal [presumably for herself and for her son Nur Alam] [it appears to be the same Nur Alam who has initiated suits against the present owners] (iv) Abdul Kader Mondal son of Ommat Ali Mondal [or in case he has died then his legal heirs] (v) Abdul Sattar Mondal son of Ommat Ali Mondal [or in case he has died then his legal heirs] (vi) Mossammat Chapa Bibi daughter of Ommat Ali Mondal [or in case he has died then his legal heirs] (vii) Mosammat Bano Bibi daughter of Ommat Ali Mondal [or in case he has died then his legal heirs] (viii) Mosammat Ojo Bibi daughter of Ommat Ali Mondal [or in case he has died then his legal heirs] (ix) Saraya Khatun, widow of Samdani Mondal and four sons of Samdani Mondal namely Soleman Mondal, Mustafa Mondal, Gani Mondal and Kalu Mondal and three daughters of Samdani Mondal namely Musammat Sahidannessa Bibi, Musammat Alta Bibi and Musammat Abhiran Bibi) sold (amongst other properties) their respective right title and/or interest of **ALL THAT** the land in R.S. Dag No. 269 in Khatian No. 231 of Mouza Humaipur to Sahidul Islam, son of Abdul Sobhan Mondal by a "Kobala" dated 10.05.1965 (no details regarding the registration office at which this Kobala is registered nor details like deed number, and also Book No., Volume No. etc. is given) and pursuant thereto the said Sahidul Islam being the purchaser of the property became the absolute owner and came to be in possession of the said R.S. Dag No. 269 of Mouza- Humaipur.



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AND WHEREAS one Ramoshewar Ajitsaria, Indarchand Ajitsaria and Beharilal Ajitsaria jointly purchased the aforesaid **ALL THAT** piece and parcel of land measuring **13 (Thirteen) decimal** comprising in R.S. Dag No. 269, J.L. No. 52, under Mouza Humaipur, P.S. Barasat, North 24 Parganas from the said Sahidul Islam, son of Abdul Sobhan Mondal (who had purchased the said R. .S. Dag No. 269, J.L. No. 52, under Mouza Humaipur, P.S. Barasat, North 24 Parganas from the aforesaid legal heirs of the said Ommat Ali Mondal and Samdani Mondal, since deceased), by a deed of sale dated 09.01.1967, registered at the Sub- Registry, Barasat and recorded in Book No. I, Volume No. 7, Pages 241- 247, Being No. 235 for the year 1967.

AND WHEREAS the said Ramoshewar Ajitsaria, Indarchand Ajitsaria and Beharilal Ajitsaria sold, transferred and conveyed the said **ALL THAT** piece and parcel of land measuring **13 (Thirteen) decimal** comprising in R.S. Dag No. 269, J.L. No. 52, under Mouza Humaipur, P.S. Barasat, North 24 Parganas in favour of Smt. Jyotsna Datta by a deed of conveyance dated 25.04.1978, registered at the Additional District Sub Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 35, pages 12 to 17, Being No. 1285 of 1978.

AND WHEREAS the said Smt. Jyotsna Datta sold, transferred and conveyed the said **ALL THAT** piece and parcel of land measuring **13 (Thirteen) decimal** in favour of one Chemical India Manufacturing and Marketing Pvt. Ltd. by a deed of conveyance dated 06.03.1985, registered in the office of Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 101, pages 66 to 80 being Deed No. 3522 of 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 and recorded in Book No. I, Volume No. 1503-2016, Pages from 198319 to 198347, Being No. 7519 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 Rangmahala Projects L.L.P., being the purchaser of the other part, **ALL THAT** land measuring **09 (Nine) decimal** [out of 13 (Thirteen) decimal] comprised within R.S. Dag No. 269 corresponding to L.R. Dag No. 352, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Rangmahala Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Rangmahala 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 4801 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 198229 to 198258, Being No. 7516 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 the Yamini 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. 269 corresponding to L.R. Dag No. 352, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West



Bengal and pursuant thereto the said Yamini Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Yamini 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 4825.

AND WHEREAS pursuant to the above, the said (1) Yamini Projects L.L.P. [having purchased 04 (Four) decimal of land] and (2) Rangmahala Projects L.L.P. [having purchased 09 (Nine) decimal of land subject to the outcome of the aforesaid CC] became the joint owner of their respectively purchased shares in **ALL THAT** the land measuring **13 (Thirteen) decimal** comprised in R.S. Dag No. 269 corresponding to L.R. Dag No. 352, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal.

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 Rangmahala 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) Yamini Projects L.L.P., and (2) Rangmahala 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. 271, corresponding to L.R. Dag No. 353

1. Description of Subject Property:

ALL THAT the piece and parcel of "Danga" land measuring about **38 (Thirty Eight) decimal** out of the total land measuring 38 satak/decimals, comprised in R.S. Dag No. 271, corresponding to L.R. Dag No. 353, recorded under present L.R. Khatian No. 4804, 4806, 4810, 4811 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 06.05.1985 between Jhinu Talukdar, 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. 6656 for the year 1985.
- b. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and S.M. Concrete 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. 8323 for the year 2016.
- c. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Sea Holm 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. 8321 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 Rudrakash 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. 8327 for the year 2016.



- e. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Sarvopriya 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. 7521 for the year 2016.
- f. 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.
- g. Mutation Certificate issued by the Madhyamgram Municipality in the name of (1) S.M. Concrete Developers L.L.P., (2) Sea Holm Builders L.L.P., (3) Rudrakash Projects L.L.P. (4) Sarvopriya Projects L.L.P. and (5) Visard Developers L.L.P. Holding Nos. for each of them being, 178/4, 178/27, 178/34, 178/13, 178/16, respectively, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.
- h. Conversion Certificate issued by the Block Land & Land Reforms Officer, Barasat - II, North 24 Parganas, in respect of L.R. Plot No. 353, 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., "**banglarbhumii.gov.in**", in respect of L.R. Dag No. 353 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 Huranne Nessa Bibi, daughter of Seikh Golam Rasul purchased **ALL THAT** the piece and parcel of (i) land measuring **07 (Seven) decimal** in R.S. Dag No. 271, Khatian No. 297, Mouza- Humaipur, P.S. Barasat, North 24 Parganas and (ii) land measuring **31 (Thirty One) decimal** also in R.S. Dag No. 271, Khatian No. 281, Mouza- Humaipur, P.S. Barasat, North 24 Parganas, aggregating in total to **38 (Thirty Eight) decimal**, by a deed dated 16.05.1967, registered in the office of Sub- Registrar, Barasat, North 24 Parganas, Being No. 7270 of 1967.

AND WHEREAS Smt. Jhinu Talukdar (alias Smt. Jhinu Prava Palit) purchased the aforesaid land measuring **38 (Thirty Eight) decimal** from the said Huranne Nessa Bibi by a deed dated 29.05.1978 registered in the office of the Sub- Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 63, Pages 34 to 37, Being No. 3784 for the year 1978.

AND WHEREAS said Smt. Jhinu Talukdar (alias Smt. Jhinu Prava Palit) sold, transferred and conveyed **ALL THAT** the said piece and parcel of land (i) measuring **7 (Seven) decimal** in R.S. Dag No. 271, Khatian No. 297, Mouza- Humaipur, P.S. Barasat, North 24 Parganas and (ii) measuring **31 (Thirty One) decimal** in R.S. Dag No. 271, Khatian No. 281, Mouza- Humaipur, P.S.- Barasat, North 24 Parganas, in favour of one Chemicals India Manufacturing and Marketing Private Limited by a deed of conveyance dated 06.05.1985, registered at the office of the Registrar of Assurances, Kolkata and recorded therein in Book No. I, Volume No. 152, Pages 202 to 214, Being No. 6656 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 and recorded in Book No. I, Volume No. 1503-2016, Pages from 219845 to 219875, Bearing No. 8323 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 S.M. Concrete Developers L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 38 (Thirty Eight) decimal] comprised within R.S. Dag No. 271 corresponding to L.R. Dag No. 353, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said S.M. Concrete Developers L.L.P. became the owner of the land so purchased.



AND WHEREAS the said S.M. Concrete 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. 4804.

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 219677 to 219708, Bearing No. 8321 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 Sea Holm Builders L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 38 (Thirty Eight) decimal] comprised within R.S. Dag No. 271 corresponding to L.R. Dag No. 353, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Sea Holm Builders L.L.P became the owner of the land so purchased.

AND WHEREAS the said Sea Holm 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. 4806.

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 219967 to 219999, Bearing No. 8327 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 Rudrakash Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 38 (Thirty Eight) decimal] comprised within R.S. Dag No. 271 corresponding to L.R. Dag No. 353, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat-Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Rudrakash Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Rudrakash 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. 4810.

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 198378 to 198408, Being No. 7521 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 one Sarvopriya Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 38 (Thirty Eight) decimal] comprised within R.S. Dag No. 271 corresponding to L.R. Dag No. 353, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Sarvopriya Projects L.L.P. became the owner of the land so purchased.



AND WHEREAS the said Sarvopriya 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. 4811.

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 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 **2 (Two) decimal** [out of 38 (Thirty Eight) decimal] comprised within R.S. Dag No. 271, corresponding to L.R. Dag No. 353, 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)** S.M. Concrete Developers L.L.P. [having purchased 09 (Nine) decimal of land], **(2)** Sea Holm Builders L.L.P. [having purchased 09 (Nine) decimal of land], **(3)** Rudrakash Projects L.L.P. [having purchased 09 (Nine) decimal of land], **(4)** Sarvopriya Projects L.L.P. [having purchased 09 (Nine) decimal of land] and **(5)** Visard Developers L.L.P. [having purchased 02 (Two) decimal of land] became the joint owners of their respectively purchased shares in **ALL THAT** the land measuring **38 (Thirty Eight) decimal** comprised within in R.S. Dag No. 271 corresponding to L.R. Dag No. 353, under Khatian No. 297 and 281, Mouza- Humaipur, P.S. 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)** S.M. Concrete Developers L.L.P., **(2)** Sea Holm Builders L.L.P., **(3)** Rudrakash Projects L.L.P., **(4)** Sarvopriya Projects L.L.P. and **(5)** 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. 272, corresponding to L.R. Dag No. 354

1. Description of Subject Property:

ALL THAT the piece and parcel of "Danga" land measuring about **32.5 (Thirty Two Point Five) decimal** out of the total land measuring 34 satak/decimal, comprised in a portion of R.S. Dag No. 272, corresponding to L.R. Dag No. 354, recorded under present L.R. Khatian No. 4808, 4831, 4832 and 4835, 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 02.06.1967 between Abdul Gofur, Abdul Malek, Saheb Ali and Rahila Khatun being the vendors of the one part, and Saikh Sahadat Ali being the purchaser of the other part and is registered in the office of the Sub-Registrar, Barasat, North 24 Parganas Being No. 8398 for the year 1967.
- b. Indenture of conveyance dated 02.06.1967 between Rahiman Nechha Bibi being the vendor of the one part, and Saikh Sahadat Ali being the purchaser of the other part and is registered in the office of the Sub-Registrar, Barasat, North 24 Parganas Being No. 8399 for the year 1967.
- c. Indenture of conveyance dated 23.10.1978 between Saikh Sahadat Ali being the vendor of the one part, and Jhinu Talukdar being the purchaser of the other part and is registered in the office of the Sub-Registrar, Barasat, North 24 Parganas Being No. 6024 for the year 1978.
- d. Indenture of conveyance dated 06.05.1985 between Jhinu Talukdar alias Jhinu Prava Palit, 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. 6657 for the year 1985.
- e. Indenture of conveyance dated 06.03.1985 between Subhas Chandra Dutta the and Sadhan Bikash Dutta, being the vendors 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 Registrar of Assurances, Calcutta, Being No. 3517 for the year 1985.



- f. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Silvered 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. 7514 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 Shivdhan 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. 8320 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 Sidhinav 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. 8319 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 Fastener Nirman 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. 8141 for the year 2016.
- j. Mutation Certificate issued by the Madhyamgram Municipality in the name of (1) Silvered Projects L.L.P., and (2) Shivdhan Projects L.L.P. (3) Sidhinav Projects L.L.P., and (4) Fastener Nirman Private Limited Holding Nos. for each of them being, 178/19, 178/6, 178/5, 178/40, respectively, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.
- k. Conversion Certificate issued by the Block Land & Land Reforms Officer, Barasat - II, North 24 Parganas, in respect of L.R. Plot No. 354, 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., "**banglarbhumi.gov.in**", in respect of L.R. Dag No. 354 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 Abdul Gofur, one Abdul Malek, one Saheb Ali and one Rahila Khatun being the vendors of the one part, sold, transferred and conveyed, inter alia, **ALL THAT** the land measuring **14 (Fourteen) decimal** [out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. **272** corresponding to L.R. Dag No. **354**, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, District- North 24 Parganas, West Bengal, in favour of one Saikh Sahadat Ali, son of late Golam Chamdani being the purchasers of the other part, by an indenture of conveyance dated 02.06.1967, registered in the office of the Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 100, Pages from 162 to 165, Being No. 8398 for the year 1967.

AND WHEREAS one Rahiman Nechha Bibi being the vendor of the one part, sold, transferred and conveyed, inter alia, **ALL THAT** the land measuring **4 (Four) decimal** [out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. **272** corresponding to L.R. Dag No. **354**, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, District- North 24 Parganas, West Bengal, in favour of one Saikh Sahadat Ali, son of late Golam Chamdani being the purchaser of the other part by an indenture of conveyance dated 02.06.1967, registered in the office of the Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 95, Pages from 169 to 171, Being No. 8399 for the year 1967.

AND WHEREAS pursuant thereto the said Saikh Sahadat Ali became the owner of **ALL THAT** the total land measuring **18 (Eighteen) decimal [14 + 4 (decimal)]** [from out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. **272** corresponding to L.R. Dag No. **354**, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, District- North 24 Parganas, West Bengal.



AND WHEREAS the said Saikh Sahadat Ali, son of late Golam Chamdani being the vendor of the one part, sold, transferred and conveyed, inter alia, **ALL THAT** the land measuring **18 (Eighteen) decimal** [out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. **272** corresponding to L.R. Dag No. **354**, J.L. No. 52, under Mouza-Humaipur, Police Station- Barasat, District- North 24 Parganas, West Bengal, in favour Jhinu Talukdar being the purchaser of the other part by an indenture of conveyance dated 23.10.1978, registered in the office of the Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 34, Pages from 11 to 13, Being No. 6024 for the year 1978.

AND WHEREAS the said Smt. Jhinu Talukdar (alias Jhinu Prava Palit) sold, transferred and conveyed in favour of one Chemicals India Manufacturing and Marketing Private Limited **ALL THAT** the piece and parcel of land measuring **4.25 (Four Point Twenty Five) decimal** of land comprised within R.S. Dag No. 272 under Khatian No. 297 and **13.75 (Thirteen Point Seventy Five) decimal** of land comprised within R.S. Dag No. 272 under Khatian No. 231, all under Mouza - Humaipur, J.L. No. 52, Barasat, North 24 Parganas by a deed of conveyance dated 06.05.1985, registered in the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 153, Pages 215 to 230, Being No. 6657 of 1985.

AND WHEREAS one Osmat Ulla was the owner of land measuring (i) **3 (Three) decimal** [out of 7 (Seven) decimal out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. 272 (ii) **11.5 (Eleven Point Five) decimal** [out of 27 (Twenty Seven) decimal of 34 (Thirty Four) decimal] in R.S. Dag No. 272, all under Mouza - Humaipur, P.S. - Barasat, North 24 Parganas, died intestate leaving behind him his son Ebadat Ali, who, therefore, became the owner of the said property by way of inheritance.

AND WHEREAS the said Ebadat Ali sold, transferred and conveyed **ALL THAT** the piece and parcel of land measuring (i) **3 (Three) decimal** [out of 7 (Seven) decimal out of 34 (Thirty Four) decimal] comprising in R.S. Dag No. 272 (ii) **11.5 (Eleven Point Five) decimal** [out of 27 (Twenty Seven) decimal out of 34 (Thirty Four) decimal] in R.S. Dag No. 272 under Mouza Humaipur, P.S. Barasat, North 24 Parganas, in favour of one Subhas Chandra Dutta and one Sadhan Chandra Dutta by deed of conveyance dated 03.11.1978, registered in the office of the Sub Registrar, Barasat, North 24 Parganas recorded in Book No. I, Volume No. 84, Pages 168 to 170, Being No. 6198 for the year 1978.

AND WHEREAS the said Subhas Chandra Datta and Sadhan Bikash Datta sold, transferred and conveyed, amongst other properties, **ALL THAT** the piece and parcel of land measuring about (i) **3 (Three) decimal** [out of 7 (Seven) decimal out of 34 (Thirty Four) decimal] comprising in R.S. Dag No. 272 (ii) **11.5 (Eleven Point Five) decimal** [out of 27 (Twenty Seven) decimal out of 34 (Thirty Four) decimal] in R.S. Dag No. 272 under Mouza Humaipur, P.S. Barasat, North 24 Parganas, in favour of one Chemicals India Manufacturing and Marketing Private Limited by a deed of conveyance dated 06.03.1985, registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 94, Pages from 56 to 69, Being No. 3517 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 and recorded in Book No. I, Volume No. 1503-2016, Pages from 198169 to 198199, Being No. 7514



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 Silvered Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. 272 corresponding to L.R. Dag No. 354, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat-Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Silvered Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Silvered 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. 4808.

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 219753 to 219782, Being No. 8320 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 Shivdhan Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. 272 corresponding to L.R. Dag No. 354, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat-Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Shivdhan Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Shivdhan 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. 4831.

AND WHEREAS by yet 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 219783 to 219814, Being No. 8319 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 Sidhinav Projects L.L.P., being the purchaser of the other part **ALL THAT** land measuring **09 (Nine) decimal** [out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. 272 corresponding to L.R. Dag No. 354, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Sidhinav Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Sidhinav 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. 4835.

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 215097 to 215125 being No. 8141 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 Nirman Private Limited, being the purchaser of the other part **ALL THAT** the land measuring **05 (Five) decimal** [out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. 272, corresponding to L.R. Dag No. 354 under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District - North 24 Parganas, West Bengal and pursuant thereto the said Fastener Nirman Private Limited became the owner of the land so purchased.

AND WHEREAS the said Fastener Nirman 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. 4832 to the extent of **5.5 (Five Point Five) decimal**.

AND WHEREAS pursuant to the above, the said **(1)** Silvered Projects L.L.P. [having purchased 09 (Nine) decimal of land], **(2)** Shivdhan Projects L.L.P. [having purchased 09 (Nine) decimal of land], **(3)** Sidhinav Projects L.L.P. [having purchased 09 (Nine) decimal of land], and **(3)** Fastener Nirman Private Limited [having purchased 05 (Five) decimal of land] became joint owner of their respectively purchased shares in **ALL THAT** the piece and parcel of land measuring **32 (Thirty Two) decimal** [out of 34 (Thirty Four) decimal] in R.S. Dag No. 272 corresponding to L.R. Dag No. 354, at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

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

- a. As per the 'Banglarbhumii' website the land mutated in the name Fastener Nirman Private Limited stands at 5.5 (Five Point Five Decimal). It is not understood how recording is done for 5.5 (Five Point Five Decimal) when the actual land sold is 5 decimal.
- b. As per the deeds, 32 (Thirty Two) decimal of land out of 32.5 (Thirty Two Point Five) [out of 34 (Thirty Four) decimal] in R.S. Dag No. 272 at Mouza- Humaipur, J.L. No. 52, Barasat, North 24 Parganas, has been sold by Chemicals India Manufacturing and Marketing Private Limited, the remaining .5 (Point Five) decimal is continuing to be legally in ownership of the said Chemicals India Manufacturing and Marketing Private Limited.
- 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)** Silvered Projects L.L.P., and **(2)** Shivdhan Projects L.L.P. **(3)** Sidhinav Projects L.L.P., and **(4)** Fastener Nirman 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. 273, corresponding to L.R. Dag No. 355

1. Description of Subject Property:

ALL THAT the piece and parcel of "Danga" land measuring about **14 (Fourteen) decimal** out of the total land measuring 14 satak/decimals, comprised in R.S. Dag No. 273, corresponding to L.R. Dag No. 355, recorded under present L.R. Khatian No. 4825 and 4827, 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 10.03.1989 between Puspa Rani Nandi, 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 Additional District Sub-Registrar, Barasat, North 24 Parganas, Being No. 1385 for the year 1989.
- b. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Yamini 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. 7516 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 Silverwing 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. 8142 for the year 2016.
- d. Mutation Certificate issued by the Madhyamgram Municipality in the name of **(1)** Yamini Projects L.L.P., and **(2)** Silverwing Projects L.L.P., Holding Nos. for each of them being, 178/10 and 178/20, respectively, and being 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. 355, 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 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 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. 355 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 a deed of conveyance dated 10.07.1978, one Matiyur Rahaman and others sold **ALL THAT** the piece and parcel of land measuring **14 (Fourteen) decimal** of land in R.S. Dag No. 273 recorded under Khatian No. 281 situated at Mouza- Humaipur, J.L. No. 52, P.S. Barasat, North 24 Parganas in favour of Sk. Soleman, Sk.



Abdul Gani, Sahadat Ali, Alauddin and Achhhiya Khatoon Bibi which was duly registered at the Sub- Registrar Office at Barasat, Being No. 4632 for the year 1978.

AND WHEREAS by a deed of conveyance dated 30.10.1978, the said Sk. Soleman, Sk. Abdul Gani, Sahadat Ali, Alauddin and Achhhiya Khatoon Bibi sold, transferred and conveyed **ALL THAT** the said piece and parcel of land measuring **14 (Fourteen) decimal** of land in R.S. Dag No. 273 appertaining to Khatian No. 281 of Mouza-Humaipur, J.L. No. 52, P.S. Barasat, North 24 Parganas in favour one Smt. Puspa Rani Nandi and the said deed of conveyance was duly registered at the office of Sub- Registrar at Barasat, Being No. 6128 for the year 1978.

AND WHEREAS the said Smt. Puspa Rani Nandi sold, transferred and conveyed **ALL THAT** the abovesaid piece and parcel of land measuring **14 (Fourteen) decimal** of land in R.S. Dag No. 273 under Khatian No. 281 situated at Mouza- Humaipur, J.L. No. 52, P.S. Barasat, North 24 Parganas in favour of one Chemicals India Manufacturing & Marketing Private Limited by a deed of conveyance dated 10.03.1989, registered at the office of the Registrar of Assurances, Kolkata and recorded in Book No. I, Volume No. 23, Being No. 1385 for the year 1989.

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 198229 to 198258, Being no. 7516 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 Yamini Projects L.L.P., being the purchaser of the other part **ALL THAT** the piece and parcel of land measuring **05 (Five) decimal** [out of 14 (Fourteen) decimal] comprised within R.S. Dag No. 273 corresponding to L.R. Dag No. 355, J.L. No. 52, under Mouza-Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Yamini Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Yamini 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. 4825.

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 214855 to 214884, Being No. 8142 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 Silverwing Projects L.L.P., being the purchaser of the other part **ALL THAT** piece and parcel of land measuring **09 (Nine) decimal** [out of 14 (Fourteen) decimal] comprised within R.S. Dag No. 273, corresponding to L.R. Dag No. 355, J.L. No. 52, under Mouza-Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Silverwing Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Silverwing 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. 4827.



AND WHEREAS pursuant to the above, the said **(1)** Yamini Projects L.L.P. (having purchased 05 (Five) decimal of land] and **(2)** Silverwing Projects L.L.P. (having purchased 09 (Nine) decimal of land] became the joint owners of their respectively purchased shares in **ALL THAT** the piece and parcel of land measuring **14 (Fourteen) decimal** of land in R.S. Dag No. 273 corresponding to L.R. Dag No. 355, recorded under Khatian No. 281 situated at Mouza- Humaipur, J.L. No. 52, P.S. Barasat, North 24 Parganas.

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

- 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)** Yamini Projects L.L.P., and **(2)** Silverwing Projects L.L.P. for their respective portions of the Subject Property.
- b. As regards Indenture of conveyance dated 10.03.1989, Being No. 1385 for the year 1989, as referred hereinabove, it may be noted that the details of the office where the said Indenture was registered, is not completely legible, however the same appears to be Additional District Sub-Registrar, Barasat, North 24 Parganas.

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. 274, corresponding to L.R. Dag No. 356

1. Description of Subject Property:

ALL THAT the piece and parcel of "Sali" land measuring about **11 (Eleven) decimal** out of the total land measuring 11 Satak/decimal, comprised in R.S. Dag No. 274, corresponding to L.R. Dag No. 356, recorded under present L.R. Khatian No. 4796 and 4805, 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 02.06.1967 between Abdul Gofur, Abdul Malek, Saheb Ali and Rahila Khatun being the vendors of the one part, and Saikh Sahadat Ali being the purchaser of the other part and is registered in the office of the Sub-Registrar, Barasat, North 24 Parganas Being No. 8398 for the year 1967.
- b. Indenture of conveyance dated 02.06.1967 between Rahiman Nechha Bibi being the vendor of the one part, and Saikh Sahadat Ali being the purchaser of the other part and is registered in the office of the Sub-Registrar, Barasat, North 24 Parganas Being No. 8399 for the year 1967.
- c. Indenture of conveyance dated 23.10.1978 between Saikh Sahadat Ali being the vendor of the one part, and Jhinu Talukdar being the purchaser of the other part and is registered in the office of the Sub-Registrar, Barasat, North 24 Parganas Being No. 6024 for the year 1978.
- d. Indenture of conveyance dated 06.05.1985 between Jhinu Talukdar alias Jhinu Prava Palit, 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. 6657 for the year 1985.
- e. Indenture of conveyance dated 06.03.1985 between Subhas Chandra Dutta the and Sadhan Bikash Dutta, being the vendors 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 Registrar of Assurances, Calcutta, Being No. 3517 for the year 1985.



- f. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Samridhi 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. 8318 for the year 2016.
- g. Indenture of conveyance dated 27.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Fastener Promoters 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. 8139 for the year 2016.
- h. Mutation Certificate issued by the Madhyamgram Municipality in the name of (1) Smridhi Projects L.L.P., and (2) Fastener Promoters Private Limited Holding Nos. for each of them being, 178/26, and 178/31, respectively, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.
- i. Conversion Certificate issued by the Block Land & Land Reforms Officer, Barasat - II, North 24 Parganas, in respect of L.R. Plot No. 356, 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 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 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. 356 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 Abdul Gofur, one Abdul Malek, one Saheb Ali and one Rahila Khatun being the vendors of the one part, sold, transferred and conveyed, inter alia, **ALL THAT** the land measuring **4.25 (Four Point Twenty Five) decimal [out of 11 (Eleven) decimal]** comprised within R.S. Dag No. 274 corresponding to L.R. Dag No. 356, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, District- North 24 Parganas, West Bengal, in favour of one Saikh Sahadat Ali, son of late Golam Chamdani being the purchasers of the other part, by an indenture of conveyance dated 02.06.1967, registered in the office of the Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 100, Pages from 162 to 165, Being No. 8398 for the year 1967.

AND WHEREAS one Rahiman Nechha Bibi being the vendor of the one part, sold, transferred and conveyed, inter alia, **ALL THAT** the land measuring **1.125 (One Point One Hundred Twenty Five) decimal [out of 11 (Eleven) decimal]** comprised within R.S. Dag No. 274 corresponding to L.R. Dag No. 356, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, District- North 24 Parganas, West Bengal, in favour of one Saikh Sahadat Ali, son of late Golam Chamdani being the purchaser of the other part by an indenture of conveyance dated 02.06.1967, registered in the office of the Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 95, Pages from 169 to 171, Being No. 8399 for the year 1967.

AND WHEREAS pursuant thereto the said Saikh Sahadat Ali became the owner of **ALL THAT** the total land measuring **5.375 (Five Point Three Seven Five) decimal [4.25 + 1.125 (decimal)] [from out of 11 (Eleven) decimal]** comprised within R.S. Dag No. 274 corresponding to L.R. Dag No. 356, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, District- North 24 Parganas, West Bengal.

AND WHEREAS the said Saikh Sahadat Ali, son of late Golam Chamdani being the vendor of the one part, sold, transferred and conveyed, inter alia, **ALL THAT** land measuring **5.375 (Five Point Three Hundred Seventy Five) [out of 11 (eleven) decimal]** comprised within R.S. Dag No. 274 corresponding to L.R. Dag No. 356, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, District- North 24 Parganas, West Bengal, in favour of Jhinu Talukdar being the purchaser of the other part by an indenture of conveyance dated 23.10.1978, registered in the office of the Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 34, Pages from 11 to 13, Being No. 6024 for the year 1978.



AND WHEREAS the said Smt. Jhinu Talukdar (alias Jhinu Prava Palit) sold, transferred and conveyed **ALL THAT** the said piece and parcel of land measuring **5.33 (Five Point Three Three) decimal** [out of 11 (Eleven) decimal] comprised in R.S. Dag No. 274 under Khatian No. 281, under Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas in favour of one Chemicals India Manufacturing and Marketing Private Limited by a deed of conveyance dated 06.05.1985, registered in the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 153, pages 215 to 230, Being No. 6657 of 1985,

AND WHEREAS one Osmat Ulla was the owner of **ALL THAT** the land measuring **4.5 (Four Point Five) decimal** [out of 11 (Eleven) decimal] in R.S. Dag No. 274 all under Mouza Humaipur, P.S. Barasat, North 24 Parganas.

AND WHEREAS the said Osmat Ulla died intestate leaving behind him his son Ebadat Ali who inherited became the owner of the said property left by Osmat Ulla .

AND WHEREAS the said Ebadat Ali sold, transferred and conveyed **ALL THAT** the said piece and parcel of land measuring **4.5 (Four Point Five) decimal** [out of 11 (Eleven) decimal] in R.S. Dag No. 274 situated at Mouza-Humaipur, P.S.-Barasat, North 24 Parganas, in favour of one Subhas Chandra Dutta and Sadhan Chandra Dutta by deed of conveyance dated 03.11.1978, registered in the office of the Sub Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 84, Pages 168 to 170, Being No. 6198 for the year 1978,

AND WHEREAS the said Subhas Chandra Dutta and Sadhan Bikash Dutta sold, transferred and conveyed **ALL THAT** the said piece and parcel of land **4.5 (Four Point Five) decimal** [out of 11 (Eleven) decimal] comprised in R.S. Dag No. 274, situated at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas in favour of the said Chemicals India Manufacturing and Marketing Private Limited by a deed of conveyance dated 06.03.1985, registered in the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 94, pages 56 to 69, Being No. 3517 of 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 219815 to 219844, Being deed no. 8318 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 Samridhi Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 11 (Eleven) decimal] comprised within R.S. Dag No. 274 corresponding to L.R. Dag No. 356, J.L. No. 52, under Mouza-Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant the said Samridhi Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Samridhi 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. 4805.

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 215039 to 215067, Being No. 8139 for the year 2016 between 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 Promoters Private Limited, 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. 274 corresponding to L.R. Dag No. 356, 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 Promoters Private Limited became the owner of the land so purchased.

AND WHEREAS the said Fastener Promoters 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. 4796.

AND WHEREAS pursuant to the above, the said **(1)** Samridhi Projects L.L.P. [having purchased 09 (Nine) decimal of land] and **(2)** Fastener Promoters Private Limited [having purchased 02 (Two) decimal of land] became the joint owners of their respectively purchased shares in **ALL THAT** the entire land measuring **11 (Eleven) decimal** comprised within R.S. Dag No. 274 corresponding to L.R. Dag No. 356, under Khatian No. 281, situated at Mouza- Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

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

- a. Let it be mentioned that there is a difference of around 01 (One) decimal of land, i.e., the land conveyed to the said Chemicals India Manufacturing and Marketing Private Limited by Deed Nos. 6657 and 3517 is 5.33 (Five Point Three Three) decimal and 4.5 (Four Point Five) decimal in R.S. Dag No. 274, respectively, which sums up to around 9.83 (Nine Point Eight Three) decimal but Chemicals India Manufacturing and Marketing Private Limited has conveyed 11 (Eleven) decimal of land vide Deed Nos. 8318 and 8319 as aforesaid and it is not understood and/or could not be traced as to how the difference has occurred.
- b. Let it be further mentioned that the quantum of land so purchased by the said Smt. Jhinu Talukdar (alias Jhinu Prava Palit) by Deed No. 6024 is 5.375 and the quantum of land so sold by Deed No. 6647 is 5.33. There is a slight difference of 0.042 decimal and this difference, however, seems to have occurred due to the conversion from fraction to decimal.
- 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)** Samridhi Projects L.L.P., and **(2)** Fastener Promoters 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. 275, corresponding to L.R. Dag No. 357

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. 275, corresponding to L.R. Dag No. 357, recorded under present L.R. Khatian No. 4822 and 4828, 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 06.05.1985 between Jhinu Talukdar, 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. 6656 for the year 1985.
- b. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Snow Buzz Properties 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. 8306 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 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.
- d. Mutation Certificate issued by the Madhyamgram Municipality in the name of **(1)** Snow Buzz Properties L.L.P., and **(2)** Visard Developers L.L.P, Holding Nos. for each of them being, 178/39 and 178/16, respectively, and being 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. 357, 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., "banglarbhum.gov.in", in respect of L.R. Dag No. 357 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 Huranne Nessa Bibi, daughter of Seikh Golam Rasul purchased **ALL THAT** the piece and parcel of land measuring **10 (Ten) decimal** in R.S. Dag No. 275, Khatian No. 281, Mouza- Humaipur, P.S. Barasat, North 24 Parganas by a deed dated



16.05.1967, registered in the office of Sub- Registrar, Barasat, North 24 Parganas, Being No. 7270 of 1967.

AND WHEREAS Smt. Jhinu Talukdar (alias Smt. Jhinu Prava Palit) purchased the aforesaid land measuring **10 (Ten) decimal** from the said Huranne Nessa Bibi by a deed of conveyance dated 29.05.1978, registered in the office of the Sub- Registrar, Barasat, North 24 Parganas and recorded t in Book No. I, Volume No. 63, Pages 34 to 37, Being No. 3784 for the year 1978.

AND WHEREAS said Smt. Jhinu Talukdar (alias Smt. Jhinu Prava Palit) sold transferred and conveyed **ALL THAT** the said piece and parcel of land measuring **10 (Ten) decimal** in R.S. Dag No. 275, Khatian No. 281, Mouza- Humaipur, P.S. Barasat, North 24 Parganas, Mouza- Humaipur, P.S.-Barasat, North 24 Parganas in favour of one Chemicals India Manufacturing and Marketing Private Limited by a deed of conveyance dated 06.05.1985, registered in the office of the Registrar of Assurances, Kolkata and recorded therein in Book No. I, Volume No. 152, Pages 202 to 214, Being No. 6656 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 218894 to 218923, Being No. 8306 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 Snow Buzz Properties L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 10 (Ten) decimal] comprised within R.S. Dag No. 275 corresponding to L.R. Dag No. 357, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Snow Buzz Properties L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Snow Buzz Properties 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. 4828.

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 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. 275, corresponding to L.R. Dag No. 357, 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 abovesaid, the said **(1)** Snow Buzz Properties L.L.P. [having purchased 9 (Nine) decimal of land] and **(2)** Visard Developers L.L.P [having purchased 01 (One) decimal of land] became the joint owners of their respectively purchased shares in **ALL THAT** the entire piece and parcel of land measuring **10 (Ten) decimal** in R.S. Dag No. 275 corresponding to L.R. Dag No. 357, under Khatian No. 281, Mouza- Humaipur, P.S. 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)** Snow Buzz Properties 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. 276, corresponding to L.R. Dag No. 359

1. Description of Subject Property:

ALL THAT the piece and parcel of "Danga" land measuring about **29 (Twenty Nine) decimal** out of the total land measuring 29 satak/decimal, comprised in R.S. Dag No. 276, corresponding to L.R. Dag No. 359, recorded under present L.R. Khatian No. 4807, 4826, 4829 and 4832 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 06.05.1985 between (i) Chapala Rani Dutta and (ii) Sadhan Bikash Dutta, 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. 6655 for the year 1985.
- b. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Sunberg 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. 8324 for the year 2016.
- c. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Steewart 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. 8308 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 Star Sheel Realtors 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. 8328 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 Nirman 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. 8141 for the year 2016.
- f. Mutation Certificate issued by the Madhyamgram Municipality for (1) Sunberg Projects L.L.P., (2) Steewart Projects L.L.P., (3) Star Shell Realtors L.L.P., and, (4) Fastener Nirman Private Limited, Holding Nos. for each of them being, 178/28, 178/44, 178/7, 178/40, 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. 359, 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 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. 359 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 Ommat Ali Mondal and Samdani Mondal were the joint owners of, amongst other lands/properties, **ALL THAT** the land measuring **29 (Twenty Nine) decimal** comprising in R.S. Dag No. 276 under Khatian No. 764 situated at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

AND WHEREAS the said Ommat Ali Mondal died intestate leaving behind his five sons namely Abdul Sobhan Mondal, Abdul Jabbar Mondal, Abdul Jalil Mondal, Abdul Kader Mondal and Abdul Sattar Mondal and his three daughters namely Mosammat Chapa Bibi, Musammat Banu Bibi and Mosammat Ojo Bibi who all inherited and become owners of their respective shares in the said property left by Ommat Ali Mondal.

AND WHEREAS the said Abdul Sobhan Mondal died intestate leaving behind his widow Rabeya Khatun Bibi and his only son Sahidul Islam and a daughter Rahima Khatun Bibi who inherited and become owners of their respective shares in the property left by Abdul Sobhan Mondal.

AND WHEREAS the said Abdul Jalil Mondal died intestate leaving his widow Mossammat Johura Khatun Bibi and a minor son Noorr Ali who inherited and become owners of their respective shares in the property left by Abdul Jalil Mondal died.

AND WHEREAS the said Samdani Mondal died intestate leaving behind his widow Musammat Saraya Khatun Bibi and four sons namely Soleman Mondal, Mustafa Mondal, Gani Mondal and Kalu Mondal and three daughters namely Musammat Sahidannessa Bibi, Musammat Alta Bibi and Musammat Abhiran Bibi who inherited and become owners of their respective shares in the property left by Samdani Mondal.

AND WHEREAS one Ramoshewar Ajitsaria, Indarchand Ajitsaria and Beharilal Ajitsaria jointly purchased the aforesaid land i.e., **ALL THAT** the land measuring **29 (Twenty Nine) decimal** comprising in R.S. Dag No. 276 under Khatian No. 764 situated at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas by a sale deed dated 09.01.1967, registered in the Sub- Registrar at Barasat and recorded in Book No. 1, Volume No. 10, Pages 146- 247 152, Being No. 236 for the year 1967.

AND WHEREAS the said Ramoshewar Ajitsaria, Indarchand Ajitsaria and Beharilal Ajitsaria sold, transferred and conveyed in favour of one Kajal Bikash Dutta **ALL THAT** the piece and parcel of land measuring **29 (Twenty Nine) decimal** comprised in R.S. Dag No. 276 under Khatian No. 764 situated at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas by a deed of conveyance dated 25.04.1978, registered in the Additional District Sub Registrar, Barasat, North 24 Parganas and recorded in Book No. 1, Volume No. 38, Pages 41 to 47, Being No. 1286 of 1978.



AND WHEREAS the said Kajal Bikash Dutta having was unmarried and died intestate on 29.01.1984 leaving behind him his mother Smt. Chapala Rani Datta and his brother Sadhan Bikash Dutta as his only legal heirs who, thereafter, inherited and became the owner of the above said land measuring **29 (Twenty Nine) decimal**.

AND WHEREAS the said Smt. Chapala Rani Datta and Sadhan Bikash Datta sold, transferred and conveyed, amongst other lands/properties, **ALL THAT** the said piece and parcel of land measuring **29 (Twenty Nine) decimal** comprising in R.S. Dag No. 276 under Khatian No. 764 under 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 06.05.1985, registered in the office of the Registrar of Assurances, Kolkata and recorded in Book No. I, Volume No. 152, Pages 188 to 201, Being No. 6655 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 and recorded in Book No. I, Volume No. 1503-2016, Pages from 219876 to 219905, Being No. 8324 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 Sunberg Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 29 (Twenty Nine) decimal comprised within R.S. Dag No. 276 corresponding to L.R. Dag No. 359, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Sunberg Projects L.L.P became the owner of the land so purchased.

AND WHEREAS the said Sunberg 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. 4807.

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. 8308 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 Steewart Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 29 (Twenty Nine) decimal] comprised within R.S. Dag No. 276, corresponding to L.R. Dag No. 359, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Steewart Projects L.L.P became the owner of the land so purchased.

AND WHEREAS the said Steewart 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. 4826.

AND WHEREAS by yet 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 220000 to 220029, Being No. 8328 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 Star Shell Realtors L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 29 (Twenty Nine) decimal] comprised within R.S. Dag No. 276 corresponding to L.R. Dag No. 359, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Star Shell Realtors L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Star Shell Realtors 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. 4829.

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 215097 to 215125 being No. 8141 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 Nirman Private Limited, being the purchaser of the other part **ALL THAT** the land measuring **02 (Two) decimal** [out of 29 (Twenty Two) decimal] comprised within R.S. Dag No. 276, corresponding to L.R. Dag No. 359, 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 Nirman Private Limited became the owner of the land so purchased.

AND WHEREAS the said Fastener Nirman 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. 4832.

AND WHEREAS pursuant to the abovesaid, the said **(1) Sunberg Projects L.L.P.** [having purchased 09 (Nine) decimal of land as aforesaid], **(2) Steewart Projects L.L.P.** [having purchased 09 (Nine) decimal of land as aforesaid], **(3) Star Shell Realtors L.L.P.** [having purchased 09 (Nine) decimal of land as aforesaid], and **(4) Fastener Nirman Private Limited** [having purchased 02 (Two) decimal of land as aforesaid] became the joint owners of their respectively purchased shares in **ALL THAT** the entire land measuring **29 (Twenty Nine) decimal** comprising in R.S. Dag No. 276 corresponding to L.R. Dag No. 276, under Khatian No. 764 situated at Mouza-Humaipur, J.L. No. 52, 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) Sunberg Projects L.L.P.**, **(2) Steewart Projects L.L.P.**, **(3) Star Shell Realtors L.L.P.**, and, **(4) Fastener Nirman 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. 277, corresponding to L.R. Dag No. 360

1. Description of Subject Property:

ALL THAT the piece and parcel of "Danga" land measuring about **05 (Five) decimals** out of the total land measuring 05 satak/decimal, comprised in R.S. Dag No. 277, corresponding to L.R. Dag No. 360, recorded under present L.R. Khatian No. 4830, 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 06.05.1985 between Jhinu Talukdar alias Jhinu Prava Palit, 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. 6657 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 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.
- c. Mutation Certificate issued by the Madhyamgram Municipality in the name of Suryamini Projects L.L.P. Holding No. being, 178/3, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.
- d. Conversion Certificate issued by the Block Land & Land Reforms Officer, Barasat - II, North 24 Parganas, in respect of L.R. Plot No. 360, 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., "banglarbhum.gov.in", in respect of L.R. Dag No. 360 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 Ommat Ali Mondal and Samdani Mondal were the joint owners of, amongst other lands/properties, **ALL THAT** the and measuring **07 (Seven) decimal** comprised within R.S. Dag No. 277 under Khatian No. 91 situated at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

AND WHEREAS said Ommat Ali Mondal died intestate leaving behind his five sons namely Abdul Sobhan Mondal, Abdul Jabbar Mondal, Abdul Jalil Mondal, Abdul Kader Mondal and Abdul Sattar Mondal and three daughters namely Mosammat Chapa Bibi, Musammat Banu Bibi and Mosammat Ojo Bibi who inherited and became owners of their respective shares in the said property left by the said Ommat Ali Mondal.



AND WHEREAS the said Abdul Sobhan Mondal died intestate leaving behind his widow Rabeya Khatun Bibi and his only son Sahidul Islam and a daughter Rahima Khatun Bibi who inherited and became owners of their respective shares in the property left by the said Abdul Sobhan Mondal.

AND WHEREAS Abdul Jalil Mondal died intestate leaving his widow Mossammat Johura Khatun Bibi and a minor son Noor Ali who inherited and became owners of their respective shares in the property left by Abdul Jalil Mondal.

AND WHEREAS said Samdani Mondal died intestate leaving behind his widow Musammat Saraya Khatun Bibi and four sons namely Soleman Mondal, Mustafa Mondal, Gani Mondal and Kalu Mondal and three daughters namely Musammat Sahidannessa Bibi, Musammat Alta Bibi and Musammat Abhiran Bibi who inherited and became owners of their respective shares in the property left by Samdani Mondal.

AND WHEREAS one Ramoshewar Ajitsaria, Indarchand Ajitsaria and Beharilal Ajitsaria jointly purchased the aforesaid plot of land, i.e., **ALL THAT** the land measuring **07 (Seven) decimal** comprised within R.S. Dag No. 277 under Khatian No. 91 situated at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas, by a sale deed dated 10.05.1965, registered in the Sub- Registrar at Barasat and recorded in Book No. I, Volume No. 78, Pages 199- 206, Being No. 6786 for the year 1965.

AND WHEREAS the said Ramoshewar Ajitsaria, Indarchand Ajitsaria and Beharilal Ajitsaria sold, transferred and conveyed, amongst other lands/properties, **ALL THAT** the piece and parcel of land measuring **07 (Seven) decimal** comprised in R.S. Dag No. 277, Khatian No. 91, Mouza- Humaipur, J.L. No. 52, Barasat, North 24 Parganas in favour of one Smt. Jhinu Talukdar (alias Jhinu Prava Palit) by a deed of conveyance dated 25.04.1978, registered in the Additional District Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 27, pages 239 to 243, Being No. 1291 of 1978.

AND WHEREAS the said Smt. Jhinu Talukdar (alias Jhinu Prava Palit) sold, transferred and conveyed in favour of one Chemicals India Manufacturing and Marketing Private Limited **ALL THAT** the said piece and parcel of land measuring **07 (Seven) decimal** comprised in R.S. Dag No. 277, Khatian No. 91, Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas by a deed of conveyance dated 06.05.1985, registered in the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 153, Pages 215 to 230, Being No. 6657 of 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 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, for the consideration mentioned therein, granted, transferred, conveyed, assigned, and assured unto and in favour of Suryamini Projects L.L.P., being the purchaser of the other part, **ALL THAT** the land measuring **05 (Five) decimal** comprised within R.S. Dag No. 277, corresponding to L.R. Dag No. 360, under Mouza- Humaipur, Police Station- Barasat, under 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 purchaser 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 Suryamini Projects L.L.P. became the sole owner of **ALL THAT** the land measuring **05 (Five) decimal** comprised within R.S. Dag No. 277 corresponding to L.R. Dag No. 360, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal.

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

- a. In view of the aforesaid, it appears that 02 (Two) decimal comprised within R.S. Dag No. 277, corresponding to L.R. Dag No. 360, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality, District - North 24 Parganas, West Bengal still continues to remain under the ownership of Chemicals India Manufacturing and Marketing Private Limited. It may, however, be noted that as per the 'Banglarbhumii' website, the total quantum of land of in L.R. Dag No. 360 (R.S. Dag No. 277) is showing to be 05 (Five) decimal only.
- 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 in the name of the present owner being Suryamini 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,



(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)