

3rd April 2024

To,

DTC Projects Private Limited

1, Netaji Subhas Road, 1st Floor,

Kolkata - 700001, West Bengal, India

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

Sub: Report on Title of the Subject Property:

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

1. Description of Subject Property:

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

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

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



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

3. Search Report:

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

a. Registration Office Searches:

- i. Searches have been caused to be conducted in the office of (1) Additional District Sub-Registrar, Barasat, (2) District Sub Registrar-I, Barasat, (3) District Sub Registrar-II, Barasat, (4) District Sub Registrar-III, Barasat, (5) Registrar of Assurance-I, Kolkata, (6) Registrar of Assurance-II, Kolkata, (7) Registrar of Assurance-III, Kolkata, (8) Registrar of Assurance-IV, Kolkata, during the year 1993 till 2023 and as per records available, no adverse entry during this period with respect to the Said Property is found in **Index II** as also in **Index I**.
- ii. One development agreement dated 31.07.2020, however, by and between one Aagrahsheel Agencies and others, being the "Landlord" of the one part and 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 Said Property (Chemicals India Manufacturing and Marketing Private Limited and/or it's Director namely Yamini Khandelwal) during the period 2012 till the date of causing the searches.
- c. **B.L & L.R.O:** Dag information has been obtained from the official website of the Government of West Bengal, i.e., "**banglarbhumigov.in**", in respect of L.R. Dag No. 322/1145 within Mouza- Abdalpur, J.L. No. 53, Police Station- Barasat, within the limits of Barasat Municipality, district – North 24 Parganas which is found to record the name of the present Owners of the Said Property.
- d. **Land Acquisition Department, North 24 Parganas, Barasat:** Official information with respect to the acquisition findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali, to the Land Acquisition Department, District Magistrate & Collectorate, North 24 Parganas, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- e. **Urban Land Ceiling Department, North 24 Parganas:** Official information with respect to the Urban Land Ceiling Department findings have been applied for under RTI vide letter dated 30.11.2023 issued by our consultant Md. Kouser Ali to the ULC Department, Administration Building, 3rd Floor, Barasat, North 24 Parganas, Kolkata- 700124. Reply of the department is awaited.
- f. **CERSAI:** As per searches at the records maintained by the Central Registry of Securitization Asset Reconstruction and Security Interest, upon payment of prescribed fees under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest (Central Registry) Rules, 2011, no adverse entry has been found.
- g. **National Company Law Tribunal, Kolkata:** Information obtained from online portal from the year 2012 to 2023 have revealed that no cases appear to have been filed and/or are pending against the erstwhile owner (Chemicals India Manufacturing And Marketing Private Limited and/or it's Director namely Yamini Khandelwal, Suraj Khandelwal and Bipin Chandra Shah) of the Said Property.



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

6. Disclaimers:

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

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

Yours faithfully,


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

Encl:

1. Search Notes and Reports:

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

