

3rd April 2024

To,

**DTC Projects Private Limited**

1, Netaji Subhas Road, 1<sup>st</sup> Floor,

Kolkata-700001, West Bengal, India

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

**Sub: Report on Title of the Subject Property:**

**R.S. Dag No. 267, corresponding to L.R. Dag No. 346**

**1. Description of Subject Property:**

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

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

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



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

### 3. Search Report:

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

#### a. Registration Office Searches:

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





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

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

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

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

c. **B.L & L.R.O:** Dag information has been obtained from the official website of the Government of West Bengal, i.e., "**banglarbhumigov.in**", in respect of L.R. Dag Nos. 346 within Mouza- Humaipur, J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, district – North 24 Parganas which is found to record the name of the present Owners of the Subject Property.

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

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



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

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

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

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

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

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

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

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





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

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

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

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

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

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

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



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

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

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

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

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

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

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





## 6. Disclaimers:

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

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

Yours faithfully,

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

Encl:

### 1. Search Notes and Reports:

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

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