

3rd April 2024

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

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

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

1. Description of Subject Property:

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

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

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



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



3. Search Report:

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

a. Registration Office Searches:

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



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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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



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

6. Disclaimers:

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

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

Yours faithfully,


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

Encl:

1. Search Notes and Reports:

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