

3rd April 2024

To,

DTC Projects Private Limited

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

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

Sub: Report on Title of the Subject Property:

R.S. Dag No. 287, corresponding to L.R. Dag No. 349

1. Description of Subject Property:

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

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

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



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

3. Search Report:

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

a. Registration Office Searches:

- i. Searches have been caused to be conducted in the office of (1) Additional District Sub-Registrar, Barasat, (2) District Sub Registrar-I, Barasat, (3) District Sub Registrar-II, Barasat, (4) District Sub Registrar-III, Barasat, (5) Registrar of Assurance-I, Kolkata, (6) Registrar of Assurance-II, Kolkata, (7) Registrar of Assurance-III, Kolkata, (8) Registrar of Assurance-IV, Kolkata, during the year 1993 till 2023 and as per records available, no adverse entry during this period with respect to the Subject Property is found in **Index 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. 349 within Mouza- Humaipur, J.L. No. 52, Police Station- Barasat, within the limits of Barasat Municipality, district – North 24 Parganas which is found to record the name of the present Owners of the Subject Property.

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

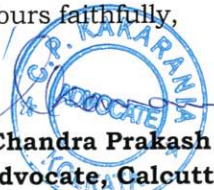
- b. Let it be further mentioned that it appears from the Dag details obtained from search records as well as from the "Banglarbhoomi" website that 2.00 (Two) decimal of land is still lying recorded in the name of Pradip Kumar Ghosh, Rinku Pal, Sampa Pradhan and Nipa Ghosh respectively under LR Khatian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

6. Disclaimers:

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

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

Yours faithfully,


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

Encl:

1. Search Notes and Reports:

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

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

