



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. Khaitan 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.





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.

iv.

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.

iii.

One development agreement dated 31.07.2020, however, by and between one Aagrahshheel Agencies and others, being the "Landlord" of the one part and Arjayv 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.

ii.

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 as also in **Index I**.

during this period with respect to the Subject Property is found in **Index II**

a. Registration Office Searches:

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

3. Search Report:

- 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.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.P., (2) Mansamata Projects L.P., (3) Nikosh Projects L.P., and (4) Visard Developers 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-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'.

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., "banglartbhumii.gov.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 its 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 Mayida 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, Mayida 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. 1, 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 Mahammad 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 Mahammad 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 Mahammad 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. 1, 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. 1, 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 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. 1, 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. 1, 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. 1, 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. 1, Volume No. 1503-2016, Pages from 219906 to 219936 being No. 8325 for the year 2016, the said Chemicals India Manufacturing and Marketing Private





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 Maniratana Projects L.L.P. to get its name recorded in respect of the said 07 (Seven) decimal of land.

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

AND WHEREAS pursuant to the abovesaid, the said (1) Maniratana 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,

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

and pursuant thereto the said Visard Developers L.L.P. became the owner of the land so purchased. 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 (One) decimal [out of 28 (Twenty Eight) decimal] comprised within R.S. Dag No. 286, Developers L.L.P., being the purchaser of the other part **ALL THAT** land measuring 1 granted, transferred, conveyed, assigned, and assured unto and in favour of one Visard Limited, being the vendor of the one part, for the consideration mentioned therein, for the year 2016, the said Chemicals India Manufacturing and Marketing Private in Book No. I, Volume No. 1503-2016, Pages from 214913 to 214947 being No. 8135 office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded **AND WHEREAS** by an indenture of conveyance dated 27.10.2016, and registered in the

AND WHEREAS the said Nikosh Projects L.L.P. duly recorded its name as the owner of the abovesaid land in the records maintained by the concerned BL & LRO under LR Khatian No. 4818.

land so purchased. 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 (Nine) decimal [out of 28 (Twenty-Eight) decimal] comprised within R.S. Dag No. 286 Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring 09 granted, transferred, conveyed, assigned, and assured unto and in favour of Nikosh Limited, being the vendor of the one part, for the consideration mentioned therein,

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



Yours faithfully,

- 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.

6. Disclaimers:

- 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.
- 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.

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)

