

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. 269, corresponding to L.R. Dag No. 352**

**1. Description of Subject Property:**

**ALL THAT** the piece and parcel of “Danga” land measuring about **13 (Thirteen) decimals** out of the total land measuring 13 satak/decimal, comprised in R.S. Dag No. 269, corresponding to L.R. Dag No. 352, recorded under present L.R. Khatian No. 4801 and 4825, 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 06.03.1985 between Jyotsna Dutta, 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. 3522 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 Yamini 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. 7516 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 Rangmahala 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. 7519 for the year 2016.
- d. Mutation Certificate issued by the Madhyamgram Municipality in the name of **(1)** Yamini Projects L.L.P., and **(2)** Rangmahala Projects L.L.P., Holding Nos. for each of them being, 178/10 and, 178/14, respectively, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.



- e. Conversion Certificate issued by the Block Land & Land Reforms Officer, Barasat – II, North 24 Parganas, in respect of L.R. Plot No. 352, 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 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. 352 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:**

**WHEREAS** one Ommat Ali Mondal and Samdani Mondal were, amongst other lands/properties, the joint owners of **ALL THAT** the land measuring 1 measuring **13 (Thirteen) decimal** [out of 26 (Twenty Six) decimal] comprised in R.S. Dag No. 269



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under Khatian No. 297, under Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

**AND WHEREAS** the said Ommat Ali Mondal died intestate, leaving behind his five sons namely Abdul Sobhan Mondal, Abdul Jabbar Mondal, Abdul Jalil Mondal, Abdul Kader Mondal and Abdul Sattar Mondal and three daughters namely Mosammat Chapa Bibi, Musammat Banu Bibi and Mosammat Ojo Bibi, who inherited and became the owners of their respective shares in the said property left by the said Ommat Ali Mondal.

**AND WHEREAS** said Abdul Sobhan Mondal died intestate leaving behind his widow Rabeya Khatun Bibi and his only son Sahidul Islam and a daughter Rahima Khatun Bibi who inherited and became owners of their respective shares in the property left by Abdul Sobhan Mondal.

**AND WHEREAS** Abdul Jalil Mondal died intestate, leaving his widow Mossammat Johura Khatun Bibi and a minor son Nur Alam, who inherited and became owners of their respective shares in the property left by the said Abdul Jalil Mondal

**AND WHEREAS** the said Samdani Mondal died intestate leaving behind his widow Musammat Saraya Khatun Bibi and four sons namely Soleman Mondal, Mustafa Mondal, Gani Mondal and Kalu Mondal and three daughters namely Musammat Sahidannessa Bibi, Musammat Alta Bibi and Musammat Abhiran Bibi who inherited and became owners of their respective shares in the property left by the said Samdani Mondal.

**AND WHEREAS** Mosammat Rabeya Khatun Bibi, widow of Abdul Sobhan Mondal and "OTHERS" [It cannot be ascertained who these "OTHERS" are as no details are given in Deed No 3522 of 1985]. We however are presuming that it has to be [apart from Mossammat Rabeya Khatun Bibi] (i) Rahima Khatun Bibi, daughter of Abdul Sobhan Mondal (ii) Abdul Jabbar Mondal, son of Ommat Ali Mondal [or in case he has died then his legal heirs] (iii) Mosammat Johura Khatun Bibi, widow of Abdul Jalil Mondal [presumably for herself and for her son Nur Alam{it appears to be the same Nur Alam who has initiated suits against the present owners}] (iv) Abdul Kader Mondal son of Ommat Ali Mondal [or in case he has died then his legal heirs] (v) Abdul Sattar Mondal son of Ommat Ali Mondal [or in case he has died then his legal heirs] (vi) Mossammat Chapa Bibi daughter of Ommat Ali Mondal [or in case he has died then his legal heirs] (vii) Mosammat Bano Bibi daughter of Ommat Ali Mondal [or in case he has died then his legal heirs] (viii) Mosammat Ojo Bibi daughter of Ommat Ali Mondal [or in case he has died then his legal heirs] (ix) Saraya Khatun, widow of Samdani Mondal and four sons of Samdani Mondal namely Soleman Mondal, Mustafa Mondal, Gani Mondal and Kalu Mondal and three daughters of Samdani Mondal namely Musammat Sahidannessa Bibi, Musammat Alta Bibi and Musammat Abhiran Bibi) sold (amongst other properties) their respective right title and/or interest of **ALL THAT** the land in R.S. Dag No. 269 in Khatian No. 231 of Mouza Humaipur to Sahidul Islam, son of Abdul Sobhan Mondal by a "Kobala" dated 10.05.1965 (no details regarding the registration office at which this Kobala is registered nor details like deed number, and also Book No., Volume No. etc. is given) and pursuant thereto the said Sahidul Islam being the purchaser of the property became the absolute owner and came to be in possession of the said R.S. Dag No. 269 of Mouza- Humaipur.



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**AND WHEREAS** one Ramoshewar Ajitsaria, Indarchand Ajitsaria and Beharilal Ajitsaria jointly purchased the aforesaid **ALL THAT** piece and parcel of land measuring **13 (Thirteen) decimal** comprising in R.S. Dag No. 269, J.L. No. 52, under Mouza Humaipur, P.S. Barasat, North 24 Parganas from the said Sahidul Islam, son of Abdul Sobhan Mondal (who had purchased the said R. .S. Dag No. 269, J.L. No. 52, under Mouza Humaipur, P.S. Barasat, North 24 Parganas from the aforesaid legal heirs of the said Ommat Ali Mondal and Samdani Mondal, since deceased), by a deed of sale dated 09.01.1967, registered at the Sub- Registry, Barasat and recorded in Book No. I, Volume No. 7, Pages 241- 247, Being No. 235 for the year 1967.

**AND WHEREAS** the said Ramoshewar Ajitsaria, Indarchand Ajitsaria and Beharilal Ajitsaria sold, transferred and conveyed the said **ALL THAT** piece and parcel of land measuring **13 (Thirteen) decimal** comprising in R.S. Dag No. 269, J.L. No. 52, under Mouza Humaipur, P.S. Barasat, North 24 Parganas in favour of Smt. Jyotsna Datta by a deed of conveyance dated 25.04.1978, registered at the Additional District Sub Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 35, pages 12 to 17, Being No. 1285 of 1978.

**AND WHEREAS** the said Smt. Jyotsna Datta sold, transferred and conveyed the said **ALL THAT** piece and parcel of land measuring **13 (Thirteen) decimal** in favour of one Chemical India Manufacturing and Marketing Pvt. Ltd. by a deed of conveyance dated 06.03.1985, registered in the office of Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 101, pages 66 to 80 being Deed No. 3522 of 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. I, Volume No. 1503-2016, Pages from 198319 to 198347, Being No. 7519 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 Rangmahala Projects L.L.P., being the purchaser of the other part, **ALL THAT** land measuring **09 (Nine) decimal** [out of 13 (Thirteen) decimal] comprised within R.S. Dag No. 269 corresponding to L.R. Dag No. 352, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Rangmahala Projects L.L.P. became the owner of the land so purchased.

**AND WHEREAS** the said Rangmahala 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 4801 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 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 198229 to 198258, Being No. 7516 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 the Yamini Projects L.L.P., being the purchaser of the other part, **ALL THAT** the land measuring **04 (Four) decimal** [out of 13 (Thirteen) decimal] comprised within R.S. Dag No. 269 corresponding to L.R. Dag No. 352, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West



Bengal and pursuant thereto the said Yamini Projects L.L.P. became the owner of the land so purchased.

**AND WHEREAS** the said Yamini 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 4825.

**AND WHEREAS** pursuant to the above, the said **(1)** Yamini Projects L.L.P. [having purchased 04 (Four) decimal of land] and **(2)** Rangmahala Projects L.L.P. [having purchased 09 (Nine) decimal of land subject to the outcome of the aforesaid CC] became the joint owner of their respectively purchased shares in **ALL THAT** the land measuring **13 (Thirteen) decimal** comprised in R.S. Dag No. 269 corresponding to L.R. Dag No. 352, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal.

**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 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 Rangmahala 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)** Yamini Projects L.L.P., and **(2)** Rangmahala Projects L.L.P. for their respective portions of the Subject Property.

**6. Disclaimers:**

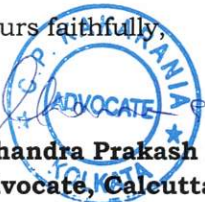
The scope of my report is limited by the following general parameters:

- 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 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)