



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. 272, corresponding to L.R. Dag No. 354

1. Description of Subject Property:

ALL THAT the piece and parcel of "**Danga**" land measuring about **32.5 (Thirty Two Point Five) decimal** out of the total land measuring 34 satak/decimal, comprised in a portion of R.S. Dag No. 272, corresponding to L.R. Dag No. 354, recorded under present L.R. Khatian No. 4808, 4831, 4832 and 4835, 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 02.06.1967 between Abdul Gofur, Abdul Malek, Sahab Ali and Rahila Khaitan being the vendors of the one part, and Saikh Sahadat Ali being the purchaser of the other part and is registered in the office of the Sub-Registrar, Barasat, North 24 Parganas Being No. 8398 for the year 1967.

b. Indenture of conveyance dated 02.06.1967 between Rahiman Nechha Bibi being the vendor of the one part, and Saikh Sahadat Ali being the purchaser of the other part and is registered in the office of the Sub-Registrar, Barasat, North 24 Parganas Being No. 8399 for the year 1967.

c. Indenture of conveyance dated 23.10.1978 between Saikh Sahadat Ali being the vendor of the one part, and Jhinu Talukdar being the purchaser of the other part and is registered in the office of the Sub-Registrar, Barasat, North 24 Parganas Being No. 6024 for the year 1978.

d. Indenture of conveyance dated 06.05.1985 between Jhinu Talukdar alias Jhinu Prava Palit, 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 Registrar of Assurances, Calcutta, Being No. 6657 for the year 1985.

e. Indenture of conveyance dated 06.03.1985 between Subhas Chandra Dutta the and Sadhan Bikash Dutta, being the vendors 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 Registrar of Assurances, Calcutta, Being No. 3517 for the year 1985.





1. 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
- 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:**
- k. Conversion Certificate issued by the Block Land & Land Reforms Officer, Barasat - II, North 24 Parganas, in respect of L.R. Plot No. 354, 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;
- j. Mutation Certificate issued by the Madhyamgram Municipality in the name of (1) Silvered Projects L.L.P., and (2) Shiddhan Projects L.L.P. (3) Siddhnav Projects L.L.P., and (4) Fastener Nirman Private Limited Holding Nos. for each of them being, 178/19, 178/6, 178/5, 178/40, respectively, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.
- i. Indenture of conveyance dated 27.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Fastener Nirman 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. 8141 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 Siddhnav 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. 8319 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 Shiddhan 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. 8320 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 Silvered 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. 7514 for the year 2016.

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 Aagrahshheel Agencies and others, being the "Landlord" of the one part and Arjav 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., "banglarbhumil.gov.in", in respect of L.R. Dag No. 354 within Mouza- Humatpur, 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.





AND WHEREAS pursuant thereto the said Saikh Sahadat Ali became the owner of **ALL THAT** the total land measuring **18 (Eighteen) decimal [14 + 4 (decimal)]** [from out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. **272** corresponding to L.R. Dag No. **354**, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, District- North 24 Parganas, West Bengal.

AND WHEREAS one Rahiman Necho Bibi being the vendor of the one part, sold, transferred and conveyed, inter alia, **ALL THAT** the land measuring **4 (Four) decimal** [out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. **272** corresponding to L.R. Dag No. **354**, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, District- North 24 Parganas, West Bengal, in favour of one Saikh Sahadat Ali, son of late Golam Chaudhary being the purchaser of the other part by an indenture of conveyance dated 02.06.1967, registered in the office of the Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 95, Pages from 169 to 171, Being No. 8399 for the year 1967.

WHEREAS one Abdul Gofur, one Sahab Ali and one Rahila Khatun being the vendors of the one part, sold, transferred and conveyed, inter alia, **ALL THAT** the land measuring **14 (Fourteen) decimal** [out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. **272** corresponding to L.R. Dag No. **354**, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, District- North 24 Parganas, West Bengal, in favour of one Saikh Sahadat Ali, son of late Golam Chaudhary being the purchasers of the other part, by an indenture of conveyance dated 02.06.1967, registered in the office of the Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 100, Pages from 162 to 165, Being No. 8398 for the year 1967.

4. Devolution on Title as per Document/Searches:

- 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 Yarnini Khandelwal, Suraj Khandelwal and Bipin Chandra Shah) of the Subject Property.
- 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.
- 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.
- 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.

AND WHEREAS the said Saikh Sahadat Ali, son of late Golam Chamdani being the vendor of the one part, sold, transferred and conveyed, inter alia, **ALL THAT** the land measuring **18 (Eighteen) decimal** [out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. **272** corresponding to L.R. Dag No. **354**, J.L. No. 52, under Mouza-Humaiapur, Police Station-Barasat, District-North 24 Parganas, West Bengal, in favour of Jhinu Talukdar being the purchaser of the other part by an indenture of conveyance dated 23.10.1978, registered in the office of the Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 34, Pages from 11 to 13, Being No. 6024 for the year 1978.

AND WHEREAS the said Smt. Jhinu Talukdar (alias Jhinu Prava Palit) sold, transferred and conveyed in favour of one Chemicals India Manufacturing and Marketing Private Limited **ALL THAT** the piece and parcel of land measuring **4.25 (Four Point Twenty Five) decimal** of land comprised within R.S. Dag No. 272 under Khatian No. 297 and **13.75 (Thirteen Point Seventy Five) decimal** of land comprised within R.S. Dag No. 272 under Khatian No. 231, all under Mouza - Humaiapur, J.L. No. 52, Barasat, North 24 Parganas by a deed of conveyance dated 06.05.1985, registered in the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 153, Pages 215 to 230, Being No. 6657 of 1985.

AND WHEREAS one Osmat Ulla was the owner of land measuring (i) **3 (Three) decimal** [out of 7 (Seven) decimal out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. 272 (ii) **11.5 (Eleven Point Five) decimal** [out of 27 (Twenty Seven) decimal out of 34 (Thirty Four) decimal] in R.S. Dag No. 272, all under Mouza - Humaiapur, P.S. - Barasat, North 24 Parganas, died intestate leaving behind him his son Ebadat Ali, who, therefore, became the owner of the said property by way of inheritance.

AND WHEREAS the said Ebadat Ali sold, transferred and conveyed **ALL THAT** the piece and parcel of land measuring (i) **3 (Three) decimal** [out of 7 (Seven) decimal out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. 272 (ii) **11.5 (Eleven Point Five) decimal** [out of 27 (Twenty Seven) decimal out of 34 (Thirty Four) decimal] in R.S. Dag No. 272 under Mouza Humaiapur, P.S. Barasat, North 24 Parganas, in favour of one Subhas Chandra Dutta and one Sadhan Chandra Dutta by deed of conveyance dated 03.11.1978, registered in the office of the Sub Registrar, Barasat, North 24 Parganas recorded in Book No. I, Volume No. 84, Pages 168 to 170, Being No. 6198 for the year 1978.

AND WHEREAS the said Subhas Chandra Datta and Sadhan Bikash Datta sold, transferred and conveyed, amongst other properties, **ALL THAT** the piece and parcel of land measuring about (i) **3 (Three) decimal** [out of 7 (Seven) decimal out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. 272 (ii) **11.5 (Eleven Point Five) decimal** [out of 27 (Twenty Seven) decimal out of 34 (Thirty Four) decimal] in R.S. Dag No. 272 under Mouza Humaiapur, P.S. Barasat, North 24 Parganas, in favour of one Chemicals India Manufacturing and Marketing Private Limited by a deed of conveyance dated 06.03.1985, registered at the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 94, Pages from 56 to 69, Being No. 3517 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. I, Volume No. 1503-2016, Pages from 198169 to 198199, Being No. 7514





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 Silvered Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. 272 corresponding to L.R. Dag No. 354, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat-Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Silvered Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Silvered 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. 4808.

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 219753 to 219782, Being No. 8320 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 Shividhan Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. 272 corresponding to L.R. Dag No. 354, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat-Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Shividhan Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Shividhan 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. 4831.

AND WHEREAS by yet 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 219783 to 219814, Being No. 8319 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 Shidhinav Projects L.L.P., being the purchaser of the other part **ALL THAT** land measuring **09 (Nine) decimal** [out of 34 (Thirty Four) decimal] comprised within R.S. Dag No. 272 corresponding to L.R. Dag No. 354, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat-Municipality, District- North 24 Parganas, West Bengal and pursuant thereto the said Shidhinav Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Shidhinav 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. 4835.

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 215097 to 215125 being No. 8141 for the year 2016, the said Chemicals India Manufacturing and Marketing Private



- i. bear the genuine signatures, dates, stamps, seals and other markings and are true copies of the originals;
- a. I have assumed that the copies of the documents provided to me:

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

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) Silvered Projects L.L.P., and (2) Shivdhan Projects L.L.P. (3) Sidhnav Projects L.L.P., and (4) Fastener Nirman Private Limited for their respective portions of the Subject Property.
- b. As per the deeds, 32 (Thirty Two) decimal of land out of 32.5 (Thirty Two Point Five) [out of 34 (Thirty Four) decimal] in R.S. Dag No. 272 at Mouza- Humaipur, J.L. No. 52, Barasat, North 24 Parganas, has been sold by Chemicals India Manufacturing and Marketing Private Limited, the remaining .5 (Point Five) decimal is continuing to be legally in ownership of the said Chemicals India Manufacturing and Marketing Private Limited.
- a. As per the 'Banglajarbhum' website the land mutated in the name Fastener Nirman Private Limited stands at 5.5 (Five Point Five Decimal). It is not understood how recording is done for 5.5 (Five Point Five Decimal) when the actual land sold is 5 decimal.

Search Results:

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

Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

(Thirty Four) decimal] in R.S. Dag No. 272 corresponding to L.R. Dag No. 354, at Mouza- **THAT** the piece and parcel of land measuring **32 (Thirty Two) decimal** [out of 34 decimal of land] became joint owner of their respectively purchased shares in **ALL** decimal of land], and (3) Fastener Nirman Private Limited [having purchased 05 (Five) 09 (Nine) decimal of land], (3) Sidhnav Projects L.L.P. [having purchased 09 (Nine) purchased 09 (Nine) decimal of land], (2) Shivdhan Projects L.L.P. [having purchased **AND WHEREAS** pursuant to the above, the said (1) Silvered Projects L.L.P. [having purchased 09 (Nine) decimal of land], (2) Shivdhan Projects L.L.P. [having purchased 09 (Nine) decimal of land], (3) Sidhnav Projects L.L.P. [having purchased 05 (Five) decimal of land] became joint owner of their respectively purchased shares in **ALL** the piece and parcel of land measuring **32 (Thirty Two) decimal** [out of 34 (Thirty Four) decimal] in R.S. Dag No. 272 corresponding to L.R. Dag No. 354, at Mouza- Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

under LR Khatian No. 4832 to the extent of **5.5 (Five Point Five) decimal**.

AND WHEREAS the said Fastener Nirman Private Limited duly recorded its name as the owner of the aforesaid land in the records maintained by the concerned BL & LRO

owner of the land so purchased.

Bengal and pursuant thereto the said Fastener Nirman Private Limited became the Station- Barasat, under Barasat Municipality, District - North 24 Parganas, West R.S. Dag No. 272, corresponding to L.R. Dag No. 354 under Mouza- Humaipur, Police land measuring **05 (Five) decimal** [out of 34 (Thirty Four) decimal] comprised within Fastener Nirman Private Limited, being the purchaser of the other part **ALL THAT** the granted, transferred, conveyed, assigned, and assured unto and in favour of one Limited, being the vendor of the one part, for the consideration mentioned therein,

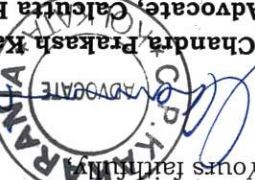
ii. are the only documents available with the client as aforesaid relating to the title of the Subject Property;

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,

(Chand 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)