

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. 274, corresponding to L.R. Dag No. 356

1. Description of Subject Property:

ALL THAT the piece and parcel of "Sali" land measuring about **11 (Eleven) decimal** out of the total land measuring 11 Satak/decimal, comprised in R.S. Dag No. 274, corresponding to L.R. Dag No. 356, recorded under present L.R. Khatian No. 4796 and 4805, 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, Saheb Ali and Rahila Khatun 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 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.



- f. Indenture of conveyance dated 05.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Samridhi 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. 8318 for the year 2016.
- g. Indenture of conveyance dated 27.10.2016 between Chemicals India Manufacturing and Marketing Private Limited, being the vendor of the one part, and Fastener Promoters 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. 8139 for the year 2016.
- h. Mutation Certificate issued by the Madhyamgram Municipality in the name of (1) Smridhi Projects L.L.P., and (2) Fastener Promoters Private Limited Holding Nos. for each of them being, 178/26, and 178/31, respectively, and being 178 for Chemicals India Manufacturing and Marketing Private Limited.
- i. Conversion Certificate issued by the Block Land & Land Reforms Officer, Barasat – II, North 24 Parganas, in respect of L.R. Plot No. 356, 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 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. 356 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 Abdul Gofur, one Abdul Malek, one Saheb Ali and one Rahila Khatun being the vendors of the one part, sold, transferred and conveyed, inter alia, **ALL THAT** the land measuring **4.25 (Four Point Twenty Five) decimal [out of 11 (Eleven) decimal]** comprised within R.S. Dag No. 274 corresponding to L.R. Dag No. 356, 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 Chamdani 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.

AND WHEREAS one Rahiman Nechha Bibi being the vendor of the one part, sold, transferred and conveyed, inter alia, **ALL THAT** the land measuring **1.125 (One Point One Hundred Twenty Five) decimal [out of 11 (Eleven) decimal]** comprised within R.S. Dag No. 274 corresponding to L.R. Dag No. 356, 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 Chamdani 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.

AND WHEREAS pursuant thereto the said Saikh Sahadat Ali became the owner of **ALL THAT** the total land measuring **5.375 (Five Point Three Seven Five) decimal [4.25 + 1.125 (decimal)] [from out of 11 (Eleven) decimal]** comprised within R.S. Dag No. 274 corresponding to L.R. Dag No. 356, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, District- North 24 Parganas, West Bengal.

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** land measuring **5.375 (Five Point Three Hundred Seventy Five) [out of 11 (eleven) decimal]** comprised within R.S. Dag No. 274 corresponding to L.R. Dag No. 356, J.L. No. 52, under Mouza- Humaipur, 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 **ALL THAT** the said piece and parcel of land measuring **5.33 (Five Point Three Three) decimal** [out of 11 (Eleven) decimal] comprised in R.S. Dag No. 274 under Khatian No. 281, under Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas in favour of one Chemicals India Manufacturing and Marketing Private Limited 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 **ALL THAT** the land measuring **4.5 (Four Point Five) decimal** [out of 11 (Eleven) decimal] in R.S. Dag No. 274 all under Mouza Humaipur, P.S. Barasat, North 24 Parganas.

AND WHEREAS the said Osmat Ulla died intestate leaving behind him his son Ebadat Ali who inherited became the owner of the said property left by Osmat Ulla .

AND WHEREAS the said Ebadat Ali sold, transferred and conveyed **ALL THAT** the said piece and parcel of land measuring **4.5 (Four Point Five) decimal** [out of 11 (Eleven) decimal] in R.S. Dag No. 274 situated at Mouza-Humaipur, P.S.-Barasat, North 24 Parganas, in favour of one Subhas Chandra Dutta and Sadhan Chandra Dutta by deed of conveyance dated 03.11.1978, registered in the office of the Sub Registrar, Barasat, North 24 Parganas and 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 Dutta and Sadhan Bikash Dutta sold, transferred and conveyed **ALL THAT** the said piece and parcel of land **4.5 (Four Point Five) decimal** [out of 11 (Eleven) decimal] comprised in R.S. Dag No. 274, situated at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas in favour of the said Chemicals India Manufacturing and Marketing Private Limited by a deed of conveyance dated 06.03.1985, registered in the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 94, pages 56 to 69, Being No. 3517 of 1985.

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 219815 to 219844, Being deed no. 8318 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 Samridhi Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 11 (Eleven) decimal] comprised within R.S. Dag No. 274 corresponding to L.R. Dag No. 356, J.L. No. 52, under Mouza-Humaipur, Police Station- Barasat, under Barasat Municipality, District- North 24 Parganas, West Bengal and pursuant the said Samridhi Projects L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Samridhi 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. 4805.

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 215039 to 215067, Being No. 8139 for the year 2016 between 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 Promoters Private Limited, being the purchaser of the other part **ALL THAT** the land measuring **02 (Two) decimal** [out of 11 (Eleven) decimal] comprised within R.S. Dag No. 274 corresponding to L.R. Dag No. 356, 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 Promoters Private Limited became the owner of the land so purchased.

AND WHEREAS the said Fastener Promoters 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. 4796.

AND WHEREAS pursuant to the above, the said **(1)** Samridhi Projects L.L.P. [having purchased 09 (Nine) decimal of land] and **(2)** Fastener Promoters Private Limited [having purchased 02 (Two) decimal of land] became the joint owners of their respectively purchased shares in **ALL THAT** the entire land measuring **11 (Eleven) decimal** comprised within R.S. Dag No. 274 corresponding to L.R. Dag No. 356, under Khatian No. 281, situated at Mouza- Humaipur, J.L. No. 52, Barasat, North 24 Parganas.

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

- a. Let it be mentioned that there is a difference of around 01 (One) decimal of land, i.e., the land conveyed to the said Chemicals India Manufacturing and Marketing Private Limited by Deed Nos. 6657 and 3517 is 5.33 (Five Point Three Three) decimal and 4.5 (Four Point Five) decimal in R.S. Dag No. 274, respectively, which sums up to around 9.83 (Nine Point Eight Three) decimal but Chemicals India Manufacturing and Marketing Private Limited has conveyed 11 (Eleven) decimal of land vide Deed Nos. 8318 and 8319 as aforesaid and it is not understood and/or could not be traced as to how the difference has occurred.
- b. Let it be further mentioned that the quantum of land so purchased by the said Smt. Jhinu Talukdar (alias Jhinu Prava Palit) by Deed No. 6024 is 5.375 and the quantum of land so sold by Deed No. 6647 is 5.33. There is a slight difference of 0.042 decimal and this difference, however, seems to have occurred due to the conversion from fraction to decimal.
- 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)** Samridhi Projects L.L.P., and **(2)** Fastener Promoters 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)