

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. 276, corresponding to L.R. Dag No. 359

1. Description of Subject Property:

ALL THAT the piece and parcel of “Danga” land measuring about **29 (Twenty Nine) decimal** out of the total land measuring 29 satak/decimal, comprised in R.S. Dag No. 276, corresponding to L.R. Dag No. 359, recorded under present L.R. Khatian No. 4807, 4826, 4829 and 4832 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 06.05.1985 between (i) Chapala Rani Dutta and (ii) Sadhan Bikash 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. 6655 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 Sunberg 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. 8324 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 Steewart 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. 8308 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 Star Sheel Realtors 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. 8328 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 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.
- f. Mutation Certificate issued by the Madhyamgram Municipality for (1) Sunberg Projects L.L.P., (2) Steewart Projects L.L.P., (3) Star Shell Realtors L.L.P., and, (4) Fastener Nirman Private Limited, Holding Nos. for each of them being, 178/28, 178/44, 178/7, 178/40, 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. 359, 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'.

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. 359 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 Ommat Ali Mondal and Samdani Mondal were the joint owners of, amongst other lands/properties, **ALL THAT** the land measuring **29 (Twenty Nine) decimal** comprising in R.S. Dag No. 276 under Khatian No. 764 situated at 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 his three daughters namely Mosammat Chapa Bibi, Musammat Banu Bibi and Mosammat Ojo Bibi who all inherited and become owners of their respective shares in the said property left by Ommat Ali Mondal.

AND WHEREAS the 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 become owners of their respective shares in the property left by Abdul Sobhan Mondal.

AND WHEREAS the said Abdul Jalil Mondal died intestate leaving his widow Mossammat Johura Khatun Bibi and a minor son Noorr Ali who inherited and become owners of their respective shares in the property left by Abdul Jalil Mondal died.

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 become owners of their respective shares in the property left by Samdani Mondal.

AND WHEREAS one Ramoshewar Ajitsaria, Indarchand Ajitsaria and Beharilal Ajitsaria jointly purchased the aforesaid land i.e., **ALL THAT** the land measuring **29 (Twenty Nine) decimal** comprising in R.S. Dag No. 276 under Khatian No. 764 situated at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas by a sale deed dated 09.01.1967, registered in the Sub- Registrar at Barasat and recorded in Book No. I, Volume No. 10, Pages 146- 247 152, Being No. 236 for the year 1967.

AND WHEREAS the said Ramoshewar Ajitsaria, Indarchand Ajitsaria and Beharilal Ajitsaria sold, transferred and conveyed in favour of one Kajal Bikash Dutta **ALL THAT** the piece and parcel of land measuring **29 (Twenty Nine) decimal** comprised in R.S. Dag No. 276 under Khatian No. 764 situated at Mouza-Humaipur, J.L. No. 52, Barasat, North 24 Parganas by a deed of conveyance dated 25.04.1978, registered in the Additional District Sub Registrar, Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 38, Pages 41 to 47, Being No. 1286 of 1978.



AND WHEREAS the said Kajal Bikash Dutta having was unmarried and died intestate on 29.01.1984 leaving behind him his mother Smt. Chapala Rani Datta and his brother Sadhan Bikash Dutta as his only legal heirs who, thereafter, inherited and became the owner of the above said land measuring **29 (Twenty Nine) decimal**.

AND WHEREAS the said Smt. Chapala Rani Datta and Sadhan Bikash Datta sold, transferred and conveyed, amongst other lands/properties, **ALL THAT** the said piece and parcel of land measuring **29 (Twenty Nine) decimal** comprising in R.S. Dag No. 276 under Khatian No. 764 under Humaipur, J.L. No. 52, Barasat, North 24 Pargans in favour of one Chemicals India Manufacturing and Marketing Private Limited by way of deed of conveyance dated 06.05.1985, registered in the office of the Registrar of Assurances, Kolkata and recorded in Book No. I, Volume No. 152, Pages 188 to 201, Being No. 6655 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 219876 to 219905, Being No. 8324 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 Sunberg Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 29 (Twenty Nine) decimal comprised within R.S. Dag No. 276 corresponding to L.R. Dag No. 359, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Sunberg Projects L.L.P became the owner of the land so purchased.

AND WHEREAS the said Sunberg 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. 4807.

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 218985 to 219014, Being no. 8308 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 Steewart Projects L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 29 (Twenty Nine) decimal] comprised within R.S. Dag No. 276, corresponding to L.R. Dag No. 359, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Steewart Projects L.L.P became the owner of the land so purchased.

AND WHEREAS the said Steewart 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. 4826.

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 220000 to 220029, Being No. 8328 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 Star Shell Realtors L.L.P., being the purchaser of the other part **ALL THAT** the land measuring **09 (Nine) decimal** [out of 29 (Twenty Nine) decimal] comprised within R.S. Dag No. 276 corresponding to L.R. Dag No. 359, J.L. No. 52, under Mouza- Humaipur, Police Station- Barasat, under Barasat Municipality-, District- North 24 Parganas, West Bengal and pursuant thereto the said Star Shell Realtors L.L.P. became the owner of the land so purchased.

AND WHEREAS the said Star Shell Realtors 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. 4829.

AND WHEREAS by another indenture of conveyance dated 27.10.2016, 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 215097 to 215125 being No. 8141 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 Fastener Nirman Private Limited, being the purchaser of the other part **ALL THAT** the land measuring **02 (Two) decimal** [out of 29 (Twenty Two) decimal] comprised within R.S. Dag No. 276, corresponding to L.R. Dag No. 359, 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 Nirman Private Limited became the owner of the land so purchased.

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 under LR Khatian No. 4832.

AND WHEREAS pursuant to the abovesaid, the said **(1)** Sunberg Projects L.L.P. [having purchased 09 (Nine) decimal of land as aforesaid], **(2)** Steewart Projects L.L.P. [having purchased 09 (Nine) decimal of land as aforesaid], **(3)** Star Shell Realtors L.L.P. [having purchased 09 (Nine) decimal of land as aforesaid], and **(4)** Fastener Nirman Private Limited [having purchased 02 (Two) decimal of land as aforesaid] became the joint owners of their respectively purchased shares in **ALL THAT** the entire land measuring **29 (Twenty Nine) decimal** comprising in R.S. Dag No. 276 corresponding to L.R. Dag No. 276, under Khatian No. 764 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:

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)** Sunberg Projects L.L.P., **(2)** Steewart Projects L.L.P., **(3)** Star Shell Realtors L.L.P., and, **(4)** Fastener Nirman 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)**