

SANCHARI MITRA
Advocate
High Court, Calcutta

OFFICE:

9, Kiran. Shankar. Roy Road, 1st Floor
Kolkata-700001
6, Ganga Prasad Mukherjee Road,
Ground Floor, Kolkata- 700 025

Residence & Chamber :7/5A, & 7/5B
Beadon Street, Kolkata- 700 006
MOBILE:8777517170

REPORT ON TITLE

Re: DIGITAL COMMOSALES LLP (formerly DIGITAL COMMOSALES PVT. LTD.), a Limited Liability Partnership Firm registered under the LLP Act, 2008 having its office at 4D, Chaitan Sett Street, Police Station – Posta, Kolkata – 700 007.

I. DESCRIPTION OF PROPERTY:

ALL THAT land containing an area of approximately 4(four) Bighas 10(ten) cottahs 3(three) chittacks 44 (forty four) sq. ft., be the same a little more or less, comprised in L.R. Dag No. 301 corresponding to RS Dag No. 192, LR Khatian No. 2395, RS Khatian No. 565, JL No. 1, Sheet No. 24, Mouza: - Chandernagore, Municipal Holding No. _ J. C. Khan Road (Mankundu Station Road) near Sambhu More, Ward No. 21, within the municipal limit of the Chandernagore Municipal Corporation, Police Station: Chandernagore, District Hooghly in the state of West Bengal and butted and bounded as follows :

On the North : By Mankundu Station Road
On the East : By Municipal Road
On the South : By Property of Pravat Dey & Ors.
On the West : By Property of CMC & Pond.

II. DOCUMENTS PERUSED:

Photo-copies of the following:-

- (1) Bengali Kobala dated 30th August 2003 registered with the office of the ADSR, Chandannagar, Hooghly and recorded in Book No. I, Volume No. 50, Pages 213 to 220, Deed No. 2150 for the year 2003;
- (2) Bengali Kobala dated 30th August 2003 registered with the office of the ADSR, Chandannagar, Hooghly and recorded in Book No. I, Volume No. 32, Pages 2265 to 2294, Deed No. 01092 for the year 2004;
- (3) Bengali Kobala dated 30th August 2003 registered with the office of the ADSR, Chandannagar, Hooghly and recorded in Book No. I, Volume No. 32, Pages 2265 to 2294, Deed No. 01092 for the year 2004;
- (4) Sanctioned plan bearing no. B-3/RB/08(A)/14-15 dated 21-06-2014;



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2

- (5) Agreement dated 19th September 2014 registered with the office of the Additional District Sub-Registrar, Chandannagar, Hooghly and recorded in Book No. I, Volume No. 6, Pages 5437 to 5462, Being No. 03041 for the year 2014;
- (6) Power of Attorney dated 4th February, 2015 registered with the office of the ADSR, Chandannagar and recorded in Book No. I, CD Volume No. 10, Pages 4741 to 4779, being No. 02969 for the year 2014;
- (7) Record of rights for LR Khatian No. 2935.

II. OWNERSHIP AND TITLE:

1. By and under the Bengali Kobala dated 30th August 2003 registered with the office of the ADSR, Chandannagar, Hooghly and recorded in Book No. I, Volume No. 50, Pages 213 to 220, Deed No. 2150 for the year 2003, one Sri Smit Kumar Khan sold and transferred demarcated land area of 1(one) Bighas 8(eight) cottah 3(three) chittacks 9(nine) sq. ft. little more or less comprised in RS Dag No. 301(P) corresponding to RS Dag No. 192(P), Mouza: Chandannagar, District: Hooghly unto and in favour of the Chandernagore Municipal Corporation (CMC).
2. By and under the Bengali Kobala dated 30th August 2003 registered with the office of the ADSR, Chandannagar, Hooghly and recorded in Book No. I, Volume No. 32, Pages 2265 to 2294, Deed No. 01092 for the year 2004, one Smt. Pranati Saha sold and transferred demarcated land area of 1(one) Bighas 7(seven) cottah 11(eleven) chittacks 30(thirty) sq. ft. little more or less comprised in RS Dag No. 301, Mouza: Chandannagar, District: Hooghly unto and in favour of the CMC.
3. By and under the Bengali Kobala dated 30th August 2003 registered with the office of the ADSR, Chandannagar, Hooghly and recorded in Book No. I, Volume No. 32, Pages 2265 to 2294, Deed No. 01092 for the year 2004, one Smt. Rina Mondal sold and transferred a demarcated land area of 2(two) Bighas 1(one) cottah 5(five) chittacks 5(five) sq. ft. little more or less comprised in RS Dag No. 301, Mouza: Chandannagar, District: Hooghly unto and in favour of the CMC.
4. The CMC had purchased and acquired the aggregate land area of 4(four) Bighas 17(ten) cottahs 3(three) chittacks 44 (forty four) sq. ft., be the same a little more or less, comprised in L.R. Dag No. 301 corresponding to RS Dag No. 192 in JL No. 1, Sheet No. 24, Mouza: - Chandernagore, District: Hooghly, West Bengal out of which the CMC decided to develop/ dispose of the demarcated land area of **ALL THAT** land containing an area of approximately 4(four) Bighas 10(ten) cottahs 3(three) chittacks 44 (forty four) sq. ft., be the same a little more or less, comprised in L.R.



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Dag No. 301 corresponding to RS Dag No. 192, LR Khatian No. 2935, RS Khatian No. 565, JL No. 1, Sheet No. 24, Mouza: - Chandernagore, Municipal Holding No. 76 J. C. Khan Road (Mankundu Station Road) near Sambhu More, Ward No. 21, within the municipal limit of the Chandernagore Municipal Corporation, Police Station: Chandernagore, District Hooghly in the state of West Bengal (hereinafter referred to as the said **PROPERTY**)

5. The CMC caused to mutate the land at said Property in its name in the records of the Land Department, Government of West Bengal under LR Khatian No. 2935.
6. Sealed tender bids were invited by the CMC for development of residential cum commercial complex upon the land at the said Property under the terms and conditions contained in the Short Tender Notice together with the Bid Documents floated by the CMC.
7. Digital Commosales Pvt. Ltd. participated in the said bid and was declared to be the highest bidder by the CMC, vide a Letter of Intimation dated 11th May 2013.
8. The said Digital Commosales Pvt. Ltd. by a letter dated 29th May 2013 accepted the said Letter of Intimation and paid security money amounting to Rs. 25,00,000/= (Rupees Twenty Five Lacs only) and agreed to pay further amounts in terms of the said Bid Documents.
9. The said Digital Commosales Pvt. Ltd. was subsequently converted into a Limited Liability Partnership Firm under the name and style of Digital Commosales LLP under section 58(1) of the LLP Act, 2008 having identification no. AAC-2254.
10. A plan bearing no. B-3/RB/08(A)/14-15 dated 21-06-2014 was duly sanctioned by Chandernagore Municipal Corporation(CMC) for construction of a building complex comprising of various blocks/ buildings upon the land at the said Property.
11. In pursuance of the aforesaid, by and under an Agreement dated 19th September 2014 registered with the office of the Additional District Sub-Registrar, Chandannagar, Hooghly and recorded in Book No. I, Volume No. 6, Pages 5437 to 5462, Being No. 03041 for the year 2014 made between the Chandernagore Municipal Corporation, therein referred to as the 'Owner' of the first part and the Vendor/ Developer herein therein referred to as the 'Developer' of the second part, the owner herein appointed and entrusted the developer therein to develop the said Property under the terms and conditions recorded and contained in the aforesaid Development Agreement.
12. Pursuant to the aforesaid Development Agreement, the CMC granted a Power of Attorney dated 4th February, 2015 registered with the office of the ADSR, Chandannagar and recorded in Book No. I, CD Volume No. 10, Pages 4741 to 4779, being No. 02969 for the year 2014, in favour of the said Digital Commosales LLP for



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4

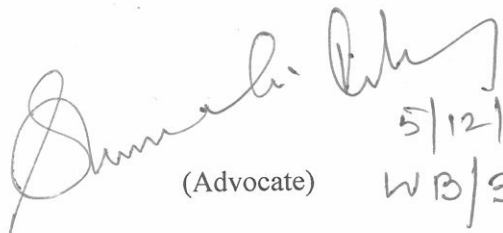
the purpose to do, act and perform various acts, deeds and things to develop the said Property and also to sell and transfer various units/ saleable spaces in the New Buildings in the project at the said Property.

13. In terms of the aforesaid Development Agreement, the said Digital Commosales LLP is entitled to erect, construct and complete new building(s) upon the said Property and also to sell, transfer and deal with the saleable spaces/ units in the said Project.
14. The said Digital Commosales LLP availed the project loan/construction finance from LIC Housing Finance Limited for development of the said Property by creating mortgage of the said Property.

V. Conclusion :

This is to certify that in pursuance of the aforesaid, the said Chandernagore Municipal Corporation is the legal owner of the said Property and the said Digital Commosales LLP is holding the said Property for the purpose of development and commercial exploitation thereof and the said Property is free from all encumbrances and mortgages save and except the mortgage with the LIC Housing Finance Limited.

Dated this 5th day of December, 2018.


(Advocate) 5/12/2018
WB/340/2006