

# Joydeep Bhattacharjee<sup>1</sup>

Advocate

HIGH COURT, CALCUTTA  
BAR ASSOCIATION ROOM NO : 16

Mob. - 9432878243  
9051066169

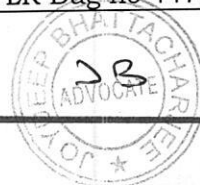
Email - joydeepbhattacharjee84@yahoo.in

Ref. No. : .....

Date : 14.06.2023

1	a	Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India Industrial Finance Branch, 4th floor Jeevandeep Building, Kolkata.
	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
	c	Name of the Borrower.	<b>LALWANI FERRO ALLOYS LTD.</b>
2	a	Type of Loan	
	b	Type of property	It is a Factory.
3	a	Name of the unit/concern/ company/person offering the property/ (ies) as security.	<b>LALWANI FERRO ALLOYS LTD.</b>
	b	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Private Limited Company.
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower.
4	a	Value of Loan (Rs. in crores)	
5		Complete or full description of the immovable property (ies) offered as security including the following details.	<b>ALL THAT piece or parcel of definitely demarcated land measuring 8 satak</b> out of 75 satak comprising of R.S. & L.R. Dag No. 447 appertaining to L.R. Khatian No. 188 of Mouza - Payradanga, J.L. No. R.S. 189, L.R. 78 under P.S. Polba, District Hooghly.
	a	Survey No.	Not-applicable.
	b	Door/House no. ( in case of house property)	Not-applicable.
	c	Extent/ area including plinth/ built up area in case of house property	<b>ALL THAT piece or parcel of definitely demarcated land measuring 8 satak</b> out of 75 satak comprising of R.S. & L.R. Dag No. 447 appertaining to L.R. Khatian No. 188 of Mouza - Payradanga, J.L. No. R.S. 189, L.R. 78 under P.S. Polba, District Hooghly.
	d	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	North: Land of RS & LR Dag no 446; South: Land of RS & LR Dag no 447; East: Land of RS & LR Dag no 17 (jarua Mouza); West: Land of RS & LR Dag no 447;

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6	a	Particulars of the documents scrutinized serially and chronologically.		
	b	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. <b>Note:</b> Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.		
Sr. No	Date	Name / Nature of document	Original/ certified copy/ certified extract/ photocopy etc.	In case of copies, whether the original was scrutinized by the advocate.
1.		Deed of Conveyance being no 6274 for the year 2011 recorded in book no 1, volume no 19, pages from 1 to 16, registered at DSR-I Hooghly;	Photocopy.	Yes.
7	a	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL : If the value of loan => <b>Rs.1 crore</b> and in case of commercial loans irrespective of the loan component)	Yes.	
	b	Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?	Yes.	
		(In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	Not applicable.	
8	a	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Yes.	
	b	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes.	
	c	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	Not available.	
	d	Whether proper registration of documents completed. Details thereof to be provided.	Yes.	
9	a	Property offered as security falls within the	A.D.S.R- Hooghly.	



		jurisdiction of which sub-registrar office?	
	b	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub registrar/ district registrar/ registrar-general. If so, please name all such offices?	Yes. D.S.R- Hooghly & ARA Kolkata.
	c	Whether search has been made at all the offices named at (b) above?	Yes. Original searching receipt issued by the said offices are annexed herewith.
	d	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.
10	a	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder.	Annexed in a separate sheet.
	b	Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	No minors interest found in the chain of title.
	c	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not applicable.
11	a	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Full ownership rights exists.
		<b>If Ownership Rights,</b>	Yes, full ownership rights exists.
	a	Details of the Conveyance Documents	Deed of Conveyance being no 6274 for the year 2011 recorded in book no 1, volume no 19, pages from 1 to 16, registered at DSR-I Hooghly.
	b	Whether the document is properly stamped.	Yes.
	c	Whether the document is properly registered.	Yes.
		<b>If leasehold, whether;</b>	No.
	a	The Lease Deed is duly stamped and registered	No.
	b	The lessee is permitted to mortgage the Leasehold right,	No.
	c	duration of the Lease/unexpired period of lease,	No.
	d	if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by	No.



		Sub-Lessee also.	
	e	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not applicable.
	f	Right to get renewal of the leasehold rights and nature thereof.	Not applicable.
		<b>If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;</b>	No.
	a	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not applicable.
	b	the mortgagor is competent to create charge on such property?	Not applicable.
	c	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not applicable.
		<b>If occupancy right, whether;</b>	No.
	a	Such right is heritable and transferable,	Not applicable.
	b	Mortgage can be created.	Not applicable.
<b>12</b>		Has the property been transferred by way of Gift/Settlement Deed	No
	a	The Gift/Settlement Deed is duly stamped and registered;	Not applicable.
	b	The Gift/Settlement Deed has been attested by two witnesses;	Not applicable.
	d	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not applicable.
	e	The Gift/Settlement Deed transfers the property to Donee;	Not applicable.
	f	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	Not applicable.
	g	Whether the Donee is in possession of the gifted property?	Not applicable.
	h	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not applicable.
	i.	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not applicable.
<b>13</b>		Has the property been transferred by way of partition / family settlement deed	No.
	a	whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not applicable.
	b	Whether mutation has been effected	Not applicable.
	c	Whether the mortgagor is in possession and enjoyment of his share.	Not applicable.





	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Not applicable.
	e	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not applicable.
	f	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not applicable.
<b>14</b>		Whether the title documents include any testamentary documents /wills?	No.
	a	In case of wills, whether the will is registered will or unregistered will?	Not applicable.
	b	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not applicable.
	c	Whether the property is mutated on the basis of will?	Not applicable.
	d	Whether the original will is available?	Not applicable.
	e	Whether the original death certificate of the testator is available?	Not applicable.
	f	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not applicable.
	g	Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.	Not applicable.
<b>15</b>		Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	No.
	a	any restriction in creation of charges on such properties?	Not applicable.
	b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not applicable.
<b>16</b>	a	Where the property is a HUF/joint family property?	No.
	b	Whether mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/ join in execution, minor's share if any, rights of female members etc.	Not applicable.
	c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not applicable.
<b>17</b>	a	Whether the property belongs to any trust or is subject to the rights of any trust?	No.
	b	Whether the trust is a private or public trust and whether trust deed specifically	Not applicable.



		authorizes the mortgage of the property?	
	c	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not applicable.
	d	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not applicable.
<b>18</b>		Is the property an <b>Agricultural land</b>	It is a Factory.
	a	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	Not applicable.
	b	In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not applicable.
	c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	Not applicable.
<b>19</b>	a	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	No.
	b	Additional aspects relevant for investigation of title as per local laws.	Not applicable.
<b>20</b>	a	Whether the property is subject to any pending or proposed land acquisition proceedings?	No.
	b	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	Not applicable.
<b>21</b>	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No litigation is pending or concluded in respect of the schedule mentioned property.
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable.
	c	Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking?	Not applicable.
<b>22</b>	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No.
	b	Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per	Not applicable.



		applicable laws?	
	c	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Not applicable.
<b>23</b>	a	Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No.
	b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	Not applicable.
	b/2	If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	Not applicable.
	b/3	Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	Not applicable.
	b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	There is prior Mortgage/charges/ encumbrances with SBI other than the property appears to be free whatsoever.
<b>24</b>		In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not applicable.
<b>25</b>	a	Whether any POA is involved in the chain of title during the period of search?	No.
	b	Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	No POA involved in chain of title.
	c	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	No.
	d	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not applicable.
	e	In case of Common POA (i.e. POA other	Not applicable.





		than Builder's POA), please clarify the following clauses in respect of POA. <b>i)</b> Whether the original POA is verified and the title investigation is done on the basis of original POA? <b>ii)</b> Whether the POA is a registered one? <b>iii)</b> Whether the POA is a special or general one? <b>iv)</b> Whether the POA contains a specific authority for execution of title document in question?	
	f	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Not applicable.
	g	Please comment on the genuineness of POA?	Not applicable.
	h	The unequivocal opinion on the enforceability and validity of the POA.	Not applicable.
26		Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not applicable.
27	I.	<b>If the property is a flat/apartment or residential/commercial complex</b>	No.
	a	Promoter's/Land owner's title to the land/building;	As stated above.
	b	Development Agreement/Power of Attorney;	Not available.
	c	Extent of authority of the Developer/builder;	Not applicable.
	d	Independent title verification of the Land and/or building in question;	Yes, done.
	e	Agreement for sale (duly registered);	Not applicable.
	f	Payment of proper stamp duty;	Not applicable.
	g	Requirement of registration of sale agreement, development agreement, POA, etc.;	Not applicable.
	h	Approval of building plan, permission of appropriate/local authority, etc.;	Not available.
	I	Conveyance in favour of Society/Condominium concerned;	Not applicable.
	j	Occupancy Certificate/allotment letter/letter of possession;	Not applicable.
	k	Membership details in the Society etc.;	Not applicable.
	l	Share Certificates;	Not applicable.
	m	No Objection Letter from the Society;	Not applicable.
	n	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co operative Societies' Laws etc.;	Not applicable.
	o	Requirements, for noting the Bank charges	Not applicable.





		on the records of the Housing Society, if any;	
	p	If the property is a vacant land and construction is yet to be made, approval of lay out and other precautions, if any.	Not applicable.
	q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	No.
	II. A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	No.
	II. B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	No.
	II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	No.
	II.D	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	No.
28		Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No encumbrances as per court records.
29		The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	The searches have been conducted in the offices of Registry during the period of 30 years from 1992 to 2023, no encumbrances is observed except the said property is mortgaged with SBI.
30		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Yes.
31	a	Urban land ceiling clearance, whether required and if so, details thereon	Not applicable.
	b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	Declaration under the Income Tax has been obtained.
32	a	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Lalwani Ferro Alloys Ltd mutated its name in the record of BL & LRO Polba, Hooghly and in the record of Sugandha Gram Panchayet.
	b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes.
33	a	Whether the property offered as security is clearly demarcated?	Yes.
	b	Whether the demarcation/ partition of the property is legally valid?	Yes.
	c	Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses,	Yes.



		as the case may be).	
34	a	Whether the property can be identified from the following documents, : a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes.
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Not applicable.
35	a	Whether the documents i.e. Valuation report / approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	Not available.
36	a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes.
	b	<b>Property is SARFAESI compliant (Y/N)</b>	Yes.
37	a	Whether original title deeds are available for creation of equitable mortgage	Yes.
	b	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not required.
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Not applicable.
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	LALWANI FERRO ALLOYS LTD have deposited Original Deed of Conveyance with the SBI.

Note: In case separate sheets are required, the same may be used, signed and annexed.

Date: 14.06.2023

Place: Kolkata

  
Signature of the Advocate

**Certificate of title****Annexure-C**

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of \*Registered/ Equitable/English Mortgage (\*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1992 to 2023 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).

7. ~~Minor/(s) and his/ their interest in the property/(ies) is to the extent of \_\_\_\_\_ (Specify the share of the Minor with Name).~~ (Strike out if not applicable).

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, LALWANI FERRO ALLOYS LTD.

9. I certify that LALWANI FERRO ALLOYS LTD. has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

a. Original Deed of Conveyance being no 6274 for the year 2011 recorded in book no 1, volume no 19, pages from 1 to 16, registered at DSR-I Hooghly.

b. Copy of the Mutation certificate, current tax paid receipt, Electricity bill and/or Utility bill.

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

12. It is certified that the property is SARFAESI compliant.

**SCHEDULE OF THE PROPERTY (IES)**

**ALL THAT piece or parcel of definitely demarcated land measuring 8 satak** out of 75 satak comprising of R.S. & L.R. Dag No. 447 appertaining to L.R. Khatian No. 188 of Mouza - Payradanga, J.L. No. R.S. 189, L.R. 78 under P.S. Polba, District Hooghly.

Place : Kolkata

Date : 14.06.2023

  
Signature of the advocate



### **CHAIN OF TITLE**

WHEREAS the definitely demarcated freehold landed property measuring 8 satak comprising of R.S. & L.R. Dag No. 447 of Mouza - Payradanga, J.L. No. R.S. 189, L.R. 78 under P.S. Polba, District - Hooghly alongwith other properties in the same dag originally belonged absolutely and exclusively to one Monmotha Nath Santra, since deceased.

AND WHEREAS the esteemed settlement authority concerned, pleased to cause proper and lawfull entry in the name of above original owner in Khatian No. 188, in L.R. Record of Rights, finally framed and published, reflecting therein his absolute right, title, interest and cultivating "Khas" possession as "Rayat" with regards to the entire property in R.S. & LR. Dag No. 447.

AND WHEREAS above Monmotha Nath Santra, a Hindu male by birth, died intestate not having made any will leaving behind his widow namely, Smt. Saraswati Santra, three sons namely, Bechuram Santra, Lakshman Santra, Bharat Santra and four married daughters namely, Sefali Das, Mohamaya Bag, Umasashi Das and Kiran Bala Patra as his only heirs who inherited equally and simultaneously, in terms of the succession law for Hindus, the entire right, title and interest over all the properties left by above Monmotha Nath Santra inclusive of the property described in the schedule herein below on the occasion of demise of above Monmotha Nath Santra in shares of 1/8 one-eighth each. The parents of above Monmotha Nath Santra predeceased him.

AND WHEREAS above Smt. Saraswati Santra, widow of Late Monmotha Nath Santra, died intestate leaving behind her above mentioned three sons namely, Bechuram Santra, Lakshman Santra, Bharat Santra and four married daughters namely, Sefali Das, Mohamaya Bag, Umasashi Das and Kiran Bala Patra who as per prevailing law of succession for Hindus inherited equally and simultaneously the entire undivided ejmal "maliki" interest held by their mother by virtue of inheritance in shares of 1/7th each.

AND WHEREAS on the occasion of parents demise the above-named Bechuram Santra, Lakshman Santra, Bharat Santra, Sefali Das, Mohamaya Bag, Umasashi Das and Kiran Bala Patra became the absolute owner of the entire property in R.S. & L.R. Dag No. 447 referred to in the schedule herein below in shares of 1/7 each by virtue of inheritance.

AND WHEREAS above Kiran Bala Patra one married daughter of deceased original owner Monmotha Nath Santra died intestate not having made any will.

AND WHEREAS on the occasion of demise of above Kiran Bala Patra as per prevailing law of Hindu succession, her only son namely, Shadhan Patra, three married daughters namely, Basanti Khamaru, Jayanti Paul and Minati Das in exclusion of any other co-sharer simultaneously inherited together the right, title and interest to the extent of an undivided 1/7th share left by deceased Kiran Bala Patra over the entire property in R.S. & L.R Dag No. 447 as stated in below.

AND WHEREAS by dint of a deed of sale duly executed on 23.04.2008 and registered at DSR-I Hooghly recorded in Book No. 1, CD Volume No. 1, Page Nos. 576 to 591, Being No. 224 for the year 2009 above-named Sri Bechuram Santra, Smt. Sefali Das, Smt. Mohamaya Bag, Sri Shadhan Patra, Smt. Basanti Khamaru, Smt. Jayanti Paul and Smt. Minati Das together transferred absolutely by way of sale an area measuring 42.85 satak equalling undivided 4/7th share over the entire property in R.S. & L.R Dag No. 447, in favour of M/S B. D. COLD STORES (P)





LIMITED.


AND WHEREAS by dint of another deed of sale duly executed on 16.05.2008 and registered at DSR-I, Hooghly, recorded in Book No. 1, CD Volume No. 3, Page Nos. 3301 to 3314, Being No. 1199 for the year 2009 above-named Sri Bharat Santra, Sri Lakshman Santra, Smt. Umasashi Das together transferred absolutely by way of sale an area measuring 32.15 satak equalling undivided 3/7th share over the entire property in R.S. & L.R Dag No. 447, in favour of Smt. Sandhya Sanwaria.

AND WHEREAS by dint of two separate deeds of sale, one registered at DSR-I Hooghly, entered in Book No. 1, CD Volume No. 17, Page Nos. 1713 to 1725, Being No. 5863 for the year 2010 executed by one Smt. Sandhya Sanwaria i.e. the erstwhile holder of 3/7th share over the entire property in R.S. & L.R Dag No. 447, and ANOTHER registered at DSR -I Hooghly recorded in Book No. 1, CD Volume No. 17, Page Nos. 1815 to 1827, Being No. 5871 for the year 2010 executed by M/S B. D. COLD STORES (P) LIMITED, i.e. the eastwhile holder of the rest 4/7th share over the entire property in R.S. & L.R Dag No. 447, these vendors namely Kalipada Roy, Mukto Roy, Sankar Roy and Sudipta Roy.

Kalipada Roy, Mukto Roy, Sankar Roy and Sudipta Roy sold, transferred and conveyed **ALL THAT piece or parcel of definitely demarcated land measuring 8 satak** out of 75 satak comprising of R.S. & L.R. Dag No. 447 appertaining to L.R. Khatian No. 188 of Mouza - Payradanga, J.L. No. R.S. 189, L.R. 78 under P.S. Polba, District Hooghly, infavour of Lalwani Ferro Alloys Ltd, by virtue of a registered Deed of Conveyance being no 6274 for the year 2011 recorded in book no 1, volume no 19, pages from 1 to 16, registered at DSR-I Hooghly.

Place : Kolkata

Date : 14.06.2023

  
Signature of the advocate



No. REGN BB 374549

## Receipt for Fees Deposited for Search or Inspection

Serial Number of application..... 374549  
Date of application ..... 12-6-23  
Search for the year (s) ..... 1992-23  
Name of office to which the record to be searched or inspected relates ..... Rko 1  
Name of person or property to be searched ..... ID  
Nature of document ..... Sel  
Particulars of record to be inspected (year, number, book, volume and page in the case of registered document) ..... M- Pay Badanga  
LRD-447, bh-288 PS-Polba  
From whom received ..... A Naskar  
Fees paid under Article — 301

(1) (i)

(2) (ii)

(2)

..... Registrar of .....

Government of West Bengal  
Office of the HOOGLY (D.S.R. - II)  
Receipt for fees deposited for Search  
Form - 1556

Date of Application: 13-06-2023

Serial No of Application	0602023122/2023	Search No	0602023122/2023
Search for the Years	From 1992 To 2023	Record Available	From 09/01/2009 onwards
Property to be Searched	District: Hooghly, PS: Polba, Mouza: Payradanga, Plot No: LR- 00447		
From whom Received	A Naskar		
Fees Paid under Articles	F1(i) 2 /-	F1(ii) 28 /-	
Search Result:	No Record Found		

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( Mrs Swati De )  
D.S.R. - II HOOGLY  
OFFICE OF THE D.S.R. - II HOOGLY



Government of West Bengal  
Office of the HOOGHLY (D.S.R. - II)  
Receipt for fees deposited for Search  
Form - 1556

Date of Application: 13-06-2023

Serial No of Application	0602023124/2023	Search No	0602023124/2023
Search for the Years	From 1992 To 2023	Record Available	From 09/01/2009 onwards
Property to be Searched	District: Hooghly, PS: Polba, Mouza: Payradanga, Plot No: LR- 00447		
From whom Received	A Naskar		
Fees Paid under Articles	F1(i) 2 /-	F1(ii)	28 /-
Search Result:	No Record Found		

( Mrs Swati De )

D.S.R. - II HOOGHLY

OFFICE OF THE D.S.R. - II HOOGHLY

A D.S.R.

Index . . . . .

Year . . . . .

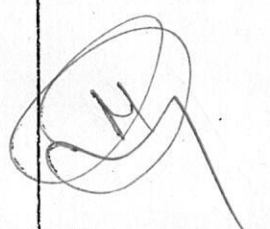

For Registrar, Hooghly





West Bengal Form No. - 807

**HIGH COURT NO. (M) 55 Civil / (H) 30 (Criminal)**  
**APPLICATION FOR INFORMATION**

Serial No. & Date	Name of residence the applicant	Name of information required	Date of which information to be ready	Signature of Officer receiving the application	Remarks
1	2	3	4	5	6
1217 13/6/23 or Searching Fee so as level half of the er the priked time	Ashok Naskar clerk to Mr. J. Bhattacharyje (Adv)	whether any title, money, Execution <u>Suit</u> has been filed by on against-Lalwani Petro alloys Pvt Ltd on respect of Mousa/Bemises Payradanga, LR-29-447, 188 under police station Palba during the period from 2012 to till dt. 19/07/23 court of 2nd civil Judge (Senior/ Junior) Division at It so give full particulars thereof Chuchura (Hooghly)	13/6/23	 	No. As per CIS Report Submitted A 13/6/2023