

R. N. GHOSE & ASSOCIATES

Advocates & Legal Consultants

10, OLD POST OFFICE STREET, FIRST FLOOR, ROOM NO. 36A
KOLKATA-700 001

PHONE : 033-2231-5366, TELEFAX : 033-2231-5367

Mobile : 98310 24181

e-mail : rnghose@lawyer.com • rng_associates@yahoo.co.in

14th November, 2018

To

Raghabpur Projects LLP
Kolkata

Dear Sir,

Re.: NIRVANA

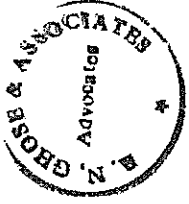
Enclosed please find complete report on title of Mouza- Raghabpur, R.S Dag Number 224 corresponding to L.R Dag No 248 comprised in the project. The Report has been prepared by me on the basis of the documents supplied

Kindly acknowledge the same.

Yours faithfully



R.N. Ghose
Advocate



REPORT ON TITLE

MOUZA- RAGHABPUR, POLICE STATION- SONARPUR

R.S. Dag No. 224 (L. R. Dag No. 248):

- A. Pursuant to a Rent Execution Case in the Court of the Learned Second Munsiff at Baruipur being Case No. 2162 of 1935, one Abdul Malik Sekh agreed to purchase inter alia the Danga Land measuring 0.29 acres, more or less in Pargana Magura, J.L. No. 74, Touzi No. 119, R.S. Dag No. 224, R.S. Khatian No. 47, Mouza-Raghavpur, Police Station-Sonarpur, District: 24 Parganas (South).
- B. In terms of the said agreement the said Abdul Malik Sekh paid the land revenue due and filed another execution case before the Learned Second Munsiff at Baruipur being Execution Case No. 434 of 1937 against the superior landlord, Rani Harshamukhi Dassi.
- C. By an order dated 7th February, 1938 passed by the said Learned Second Munsiff at Baruipur in Rent Execution Case No. 2651 of 1937, the said Abdul Malik Sekh obtained possession on 31st May, 1938.
- D. In the circumstances the said Abdul Malik Sekh became seized and possessed of and/or otherwise well and sufficiently entitled to all that the said land in R.S Dag No. 224.
- E. By a Bengali Kobala dated 29th September, 1962 made between the said Abdul Malik Sekh, therein referred to as the Vendor of the One Part and one Pratap Singh Chowdhury, therein referred to as the Purchaser of the Other Part and registered in the office of the District Sub-Registrar at Baruipur in Book No. I, Volume No. 3, at Pages from 1 to 6, Being No. 8879, for the year 1962, the Vendor therein for the consideration therein mentioned sold, transferred and conveyed in favour of the Purchaser therein the said land in R.S. Dag No. 224.
- F. Sometime thereafter the said (Smt.) Chota Devi Choudhurani, who was a Hindu governed by the Mitakshara School of Hindu Law died intestate leaving behind her surviving her husband, Lakhi Ram, her two sons, Pratap Singh and Priya Vart and two grandsons, Surinder Singh and Rajinder Singh, hereinafter collectively referred to as "**SAID HEIRS OF CHOTA DEVI**" who jointly inherited the said land in R.S. Dag No. 224.
- G. The said Pratap Singh brought the said land in Dag No. 224 in the family partnership business under the name and style of Chhikara Brothers.
- H. Sometime in the month of December, 1978 the said Pratap Singh retired from the partnership business.
- I. The said Pratap Singh filed a suit for declaration and injunction in the Court of the Learned Civil Judge (Junior Division) at Faridabad being Case No. 710 of 1996 against the said partnership firm under the name and style of Chhikara Brothers represented through their said partners, Priya Vart, Surinder Singh and Rajinder Singh.
- J. Pursuant to a settlement between the parties in the said suit by a virtue of a judgement and decree dated 7th August, 1998 passed in the said Civil Suit No. 710 of 1996 by the Learned Court of Civil Judge (Junior Division) at Faridabad, Chhikara Brothers were declared to be the owner of inter alia the said land in R.S. Dag No. 224.
- K. By an Agreement for Lease dated 6th January, 2005 made between the said Chhikara Brothers and Others, therein referred to as the Lessor of the One Part and one Lokpriya Bricks Limited, represented by its Directors (Smt.) Meena Chhikara and Nagesh Mehata, therein referred to as the Lessee of the Other Part, the Lessor therein for the rent thereunder reserved and for the terms and conditions mentioned therein granted a Lease of the said land in R.S. Dag No. 224 in favour of the Lessee therein for a term of 13 years with effect from 1st August, 2004.

- L. By a Deed of Surrender of Lease dated 18th march, 2013 made between the said Lokpriya Bricks Private Limited, therein referred to as the Lessee of the One Part and the said Chhikara Brothers and Others, therein referred to as the Lessors of the Other Part the said Lokpriya Bricks Private Limited surrendered their leasehold right title and interest of any nature whatsoever in favour of the said Chhikara Brother & Others.
- M. On or about 3rd December. 2006, the said Priya Vart, who was a Hindu governed by the Mitakshara School of Hindu Law died intestate leaving behind him surviving his said two sons, Surinder Singh and Rajinder Singh, who jointly inherited the share of Late Priya Vart in the said land in R.S. Dag No. 224.
- N. By a Memorandum of Agreement for Sale dated 2nd February, 2012 made between the said Chhikara Brothers, one Hisar Bricks Company, Lakhiram Priya Vart, Priya Vart Dewan Singh, Surinder Singh and Rajinder Singh, therein collectively referred to as the Vendors of the One Part and one Ananta Deal Trade Private Limited, therein referred to as the Purchaser of the Other Part the said Chhikara Brothers and the said Surinder Singh and Rajinder Singh, therein agreed to sell transfer and convey the said land in R.S. Dag No. 224 in favour of the Purchaser therein and/or its nominees.
- O. Inasmuch as disputes and difference arose between the parties in respect of the said Memorandum of Agreement for sale dated 2nd February, 2012 the said Ananta Deal Trade Private Limited filed an application under section 9 of the Arbitration & Conciliation Act, 1996 in the Court of the Learned District Judge at Alipore being Title Suit No. 93 of 2012 (which was renumbered as Title Suit No. 2 of 2013) against the said Chhikara Brothers and others.
- P. By a Deed of Conveyance dated 13th May, 2013 made between the said Chhikara Brothers, therein referred to as the Vendor of the First Part and Azalea Aavas Private Limited, Azalea Developers Private Limited, Avghna Nirman Private Limited, therein collectively referred to as the Purchasers of the Second Part and one Ananta Dealtrade Private Limited, therein referred to as the Confirming Party of the Third Part and registered in the office of the District Sub-Registrar at Alipore in Book No. 1, C.D Volume No. 32, at Pages from 3719 to 3741, Being No. 06308, for the year 2013, the Vendor therein with a consent and concurrence of the Confirming Party therein sold and transferred and conveyed in favour of the Purchasers therein as the nominee of the said Confirming Party therein the said land in R.S. Dag No. 224.
- Q. After such purchase the said Azalea Aavas Private Limited, Azalea Developers Private Limited, Avghna Nirman Private Limited got their names mutated in the L.R Record of Rights in L.R Dag No. 248, L.R Khatian Nos. 552, 553 and 554.

Opinion :

The said land measuring 0.29 acres in R.S Dag No. 224 corresponding to L.R. Dag No. 248 recorded in the names of Azalea Aavas Private Limited, Azalea Developers Private Limited, Avighna Nirman Private Limited is certified to be clear and marketable.

