

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 225 corresponding to L.R Dag No 247 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

MOUZA- RAGHABPUR, POLICE STATION- SONARPUR

R.S. Dag No. 225 [L. R. Dag No. 247]:

- A. By a Bengali Kobala dated 28th October, 1949 made between one Sekh Nadruddin, therein referred to as the Vendor of the One Part and Mir Ali Gaffor, therein referred to as the Purchaser of the Other Part the Vendor therein for the consideration therein mentioned sold, transferred and conveyed inter alia land measuring 0.30 acres, more or less in Pargana Magura, J.L. No. 74, Touzi No. 119, R.S. Dag No. 225, R.S. Khatian No.106, Mouza-Raghavpur, Police Station-Sonarpur, District: 24 Parganas (South).
- B. By a Bengali Kobala dated 7th November, 1962 made between the said Mir Abdul Gafur, 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 Baruiপুর in Book No. I, Volume No. 108, at Pages from 220 to 223, Being No. 9619, for the year 1962, the Vendor therein for the consideration therein mentioned sold, transferred and conveyed the said 0.30 acres of land in R.S. Dag No. 225 in favour of the Purchaser therein.
- C. The said Pratap Singh Chowdhury brought the said land in R.S. Dag No. 225 in the family partnership business under the name and style of Chhikara Brothers;
- D. Sometime in the month of December, 1978 the said Pratap Singh retired from the partnership business.
- E. 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.
- F. 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. 225.
- G. 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. 225 in favour of the Lessee therein for a term of 13 years with effect from 1st August, 2004.
- H. 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.
- I. 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. 225.
- J. 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. 225 in favour of the Purchaser therein and/or its nominees.
- K. 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.
- L. The said disputes between the parties to the said application was amicably settled and pursuant thereto by an order dated 10th May, 2013 passed by the Learned District Judge at Alipore it was directed that the said Chhiraka Brothers, Surinder Singh and Rajinder Singh inter alia would transfer the said land in R.S. Dag No. 225 in favour of the said Ananta Deal Trade Private Limited and/or their nominees in terms of the said Memorandum of Agreement for sale dated 2nd February, 2012.
- M. One Modiannessa Bewa, wife of Late Fassal Rahaman Sekh was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of land admeasuring 0.08 acres (out of 0.40 acres), more or less in Pargana Magura, J.L. No. 74, Touzi No. 119, R.S. Dag No. 225, R.S. Khatian No.106, Mouza-Raghavpur, Police Station-Sonarapur, District: 24 Parganas (South);
- N. The said Modiannessa Bewa died intestate leaving behind her surviving her two sons namely, Abdul Rahim and Sekh Abdul Jabbar and one daughter namely, Saleha Bibi as her legal heirs and heiress who jointly inherited the said 0.08 acres of land in R.S. Dag No. 225;
- O. The said Sekh Abdul Rahim also died intestate leaving behind his surviving his wife, Ayesa Bibi, his three sons, Sekh Azmatullah, Sekh Sahebgatullah, Sekh Anasaruddin and three daughter, Rahima Bibi, Alema Bibi and Habiba Bibi, therein collectively referred to as the heirs of Late Abdul Rahim as his legal heirs who jointly inherited the share of Sekh Abdul Rahim in the said 0.08 acres of land in R.S. Dag no. 225;
- P. By a Deed of Sale dated 10th December, 2012 made between the said Sekh Abdul Zabbar, Salea Bibi and the said heirs of Late Abdul Rahim, therein collectively referred to as the Vendors of the One Part and one Rajinder Singh, therein referred to as the Purchaser of the Other Part and registered in the office of the District Sub-Registrar at Alipore in Book No. I, C.D Volume No. 34, at Pages from 3378 to 3394, Being No. 09594, for the year 2012, the Vendor therein for the consideration therein mentioned sold, transferred and conveyed the said 0.08 acres of land in R.S. Dag No. 225 in favour of the Purchaser therein;
- Q. By a Deed of Conveyance dated 13th May, 2013 made between the said Chhikara Brothers and the said Rajender Singh, therein collectively referred to as the Vendors of the First Part, Azalea Enclave Private Limited, Aadhira Enclave Private Limited, Allium Construction Private Limited and Sivica Enclave Private Limited, therein collectively referred to as the Purchasers of the Second Part and 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. I, C.D Volume No. 32, at Pages from 2849 to 2876, Being No. 06274, for the year 2013, the Vendors therein with a consent and concurrence of the Confirming Party therein and for the consideration therein mentioned sold, transferred and conveyed in favour of the Purchasers therein land measuring 0.35 acres (out of 0.40 acres), more or less in Pargana Magura, J.L. No. 74, Touzi No. 119, R.S. Dag No. 225, R.S. Khatian No. 106, Mouza-Raghavpur, Police

Station-Sonarpur, District: 24 Parganas (South) in favour of the Purchasers therein as the nominee of the Confirming Party;

- R. After such purchase the said Azalea Enclave Private Limited, Aadhira Enclave Private Limited, Allium Construction Private Limited and Sivica Enclave Private Limited got their names mutated in the L.R. Record of Rights in respect of the said land in R.S. Dag No. 225 in L.R. Dag No. 247 in L.R. Khatian Nos. 542, 543, 544, 545 and 541;
- S. One Sahadat Seikh, Sahidulla Seikh, Sekh Siraj, all sons of Sadek Sekh, Mamuda Bibi wife of Sekh Abbas and Sahida Khatun, daughter of Sadek Sekh were seized and possessed of and/ otherwise well and sufficiently entitled to ALL THAT the piece and parcel of danga land measuring 0.05 acres, more or less in Pargana Magura, J.L. No. 74, Touzi No.119, R.S Dag No. 225, corresponding L.R dag 247.
- T. The said Sahida Khatun & Sekh Siraj died as minors and their respective shares in the said land measuring 0.05 acres in R.S Dag No, 225 devolved upon Sahadat Sekh, sahidulla Sekh & Mamuda Bibi.
- U. By a Deed of Gift dated 15th September, 2009 made between Sahadat Sekh therein referred to as the donor of the one part and his two sons namely Amirul Selim & Sekh jahirul Abbas, therein collectively referred to as the Donee of the other part and registered with the office of D.S.R at Sonarpur in Book No. I, Volume No. 28, pages 1494 to 1527 Being No. 9862 for the year 2009 the Donor therein transferred the said land by way of gift in favour of the Donees therein.
- V. In the circumstances said Sekh Amirul Selim, Sekh Jahirul Abbas, Sahidulla Sekh & Mamuda Bibi became absolute seized and possessed of ALL THAT the piece and parcel of danga land measuring 0.05 acres, more or less in Pargana Magura, J.L. No. 74, Touzi No.119, R.S Dag No. 225, corresponding L.R dag 247 in L.R Khatian No. 209/1, 318/1, 318/2, 318/3, 318/4.
- W. By a deed of conveyance dated 8th March , 2017, made between the said Amirul Selim & Sekh jahirul Abbas, Sekh sahidulla and Mamuda Bibi therein collectively referred to as the vendors of the One part and M/s Everblink Builders Pvt Ltd, therein referred to as the purchaser of the Other Part and tregistered with the Office of District Sub registrar, South 24 Parganas in Book No. I, Volume No 1604 and pages from 33145 to 33183 Being no. 16041194 for the year 2017 the vendors therein for the consideration mentioned sold, transferred and conveyed in favour of the Purchaser therein said land measuring 0.05 acres in R.S dag No. 225 corresponding L.R dag No. 247, free from all encumbrances whatsoever.

Opinion:

The said land measuring 0.40 acres in R.S. Dag No. 225 corresponding to L.R. Dag No. 237 recorded in the names of Azalea Enclave Private Limited, Aadhira Enclave Private Limited, Allium Construction Private Limited, Sivika Enclave Private Limited and Everblink Builders Private Limited is certified to be clear and marketable.

