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To

Raghabpur Projects LLP
Kolkata

Dear Sir,

Re.: NIRVANA

Enclosed please find complete report on title of Mouza- Raghabpur, R.S Dag Number 231 corresponding to L.R Dag No 280 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. 231 (L. R. Dag No. 280):

- A. One Azizur Rahaman Sekh was Raiyat under Superior Landlord, Naba Gopal Chattopadhyay in respect of all that the piece and parcel of Danga Land measuring 0.93 acres, more or less in Pargana Magura, J.L. No. 74, Touzi No. 119, C.S. Dag No. 231, Khatian No. 153, Mouza-Raghavpur, Po Vlice Station-Sonarapur, District: 24 Parganas (South).
- B. The said Ajijar Rahman Sekh died intestate leaving behind him and surviving his wife Smt Choti Bibi, his two sons namely Abu Seikh and Akbar Seikh and three daughters namely Jinnat Bibi, Churatan Bibi and Hamidan Bibi as his legal heirs and heireses who jointly inherited inter alia the said land in R.S Dag no. 231.
- C. One Md. Abdul Rahaman purchased the half share in the said land in R.S. Dag No. 231 by a Bengali Kobala dated 13th February, 1947 and registered in the office of the District Sub-Registrar at Baruipur in Book No. I, Volume No. 6, at Pages from 213 to 216, Being No. 549, for the year 1947 from the said Abu Sekh, Chati Bibi and Churatan Bibi.
- D. The said Md. Abdul Rahaman, by a Bengali Kobala dated 24th November, 1953 and registered in the office of the District Sub-Registrar at Baruipur in Book No. I, Volume No. 91, at Pages from 198 to 201, Being No. 8757, for the year 1953 also purchased the balance of the said land in R.S. Dag No. 231 from the said Akbar Sekh Hamidan Bibi and Jinad Bibi.
- E. After such purchase the said Md. Abdul Rahaman had recorded is name in the R.S. Record of Right in respect of R.S. Dag No. 231.
- F. By a Bengali Kobala dated 1st October, 1975 made between the said Md. Abdul Rahaman, therein referred to as the Vendor of the One Part and one Pratap Singh, 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. 63, at Pages from 16 to 20, Being No. 4170, for the year 1975, the Vendor therein for the consideration therein mentioned sold, transferred and conveyed the half share in the said land in R.S. Dag No. 231 in favour of the Purchaser therein.
- G. By another Bengali Kobala dated 1st October, 1975 made between the said Md. Abdul Rahaman, therein referred to as the Vendor of the One Part and Dewan Singh, 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. 63, at Pages from 21 to 26, Being No. 4171, for the year 1975, the Vendor therein for the consideration therein mentioned sold, transferred and conveyed the remaining half share in the said land in R.S. Dag No. 231 in favour of the Purchaser therein.
- H. The said Dewan Singh brought the said land measuring 0.465 acres of land in R.S Dag No. 231, in the family partnership business under the name and style of Lakhiram Priyavart.
- I. The said Dewan Singh filed a suit for declaration and injunction in the Court of the Learned Senior Sub Judge at Rohtak being Case No.205 of 1983 against the said partnership firm under the name and style of Lakhiram Priyavart represented through their said partners, 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.205 of

1983 by the Learned Senior Sub Judge at Rohtak, Lakhiram Priyavart was declared to be the owner of inter alia the said land measuring 0.93 acres of land in R.S Dag No. 231,

K. The said Pratap Singh also brought the said land measuring 0.465 acres in R.S. Dag No. 231 in the family partnership business under the name and style of Chhikara Brothers.

L. Sometime in the month of December, 1978 the said Pratap Singh retired from the partnership business.

M. 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.

N. 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. 231.

O. By an Agreement for Lease dated 6th January, 2005 made between the said Lakhiram Priyavart, 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 measuring 0.09 acres of land in R.S Dag No. 231, in favour of the Lessee therein for a term of 13 years with effect from 1st August, 2004.

P. 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 Lakhiram Priyavart, therein referred to as the Purchaser 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 Lakhiram Priyavart.

Q. 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. 231 in favour of the Lessee therein for a term of 13 years with effect from 1st August, 2004.

R. 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.

S. 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. 231.

T. 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. 231 in favour of the Purchaser therein and/or its nominees.

U. Inasmuch as the disputes and differences 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 and 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.

V. 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. 231 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.

W. By a Deed of Conveyance dated 13th May, 2013 made between the said M/s. Lakhiram Priya Vart and Chhikara Brothers, therein collectively referred to as the Vendors of the One Part and one Nettle Villa Private Limited, Parsley Nirman Private Limited, Peony Residency Private Limited, Saliva Niwas Private Limited, Sedum Nirman Private Limited, Snowball Villa Private Limited, Thyme Home Private Limited, Veraine Aashiana Private Limited, Yerrow Housing 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 as a nominee of the Confirming Party and registered in the office of the District Sub-Registrar at Alipore in Book No. I, C.D Volume No. 33, at Pages from 1812 to 1826, for the year 2013, the Vendors therein for the consideration therein mentioned sold, transferred and conveyed in favour of the Purchasers therein the said land in R.S. Dag No. 231.

X. After such purchase the said Nettle Villa Private Limited, Parsley Nirman Private Limited, Peony Residency Private Limited, Saliva Niwas Private Limited, Sedum Nirman Private Limited, Snowball Villa Private Limited, Thyme Home Private Limited, Veraine Aashiana Private Limited, Yerrow Housing Private Limited got their names mutated in the L.R. Record of Right in L.R. Dag No. 280, L.R. Khatian Nos. 522, 523, 524, 525, 526, 527, 528, 529, 530 and 531.

Opinion :

The said land measuring 0.93 acres in R.S. Dag No. 231 corresponding to L.R. Dag No. 280 recorded in the names of Nettle Villa Private Limited, Parsley Nirman Private Limited, Peony Residency Private Limited, Saliva Niwas Private Limited, Sedum Nirman Private Limited, Snowball Villa Private Limited, Thyme Home Private Limited, Veraine Aashiana Private Limited, Yerrow Housing Private Limited is certified to be clear and marketable.

