

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 239 corresponding to L.R Dag No 264 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. 239 (L.R. Dag No. 264)

- A. One Chadekh Sekh was absolute seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of Danga Land measuring 0.20 acres, more or less in Pargana-Magura, J.L No. 74, R.S No. 235, Touzi No. 119, R.S Khatian No. 86, Mouza-Rahavpur, R.S Dag No. 239, L.R Dag No. 264, Police Station-Sonarpur, District-24 Parganas (South).
- B. By a Bengali Kobala dated 4th October, 1962 made between the said Chadekh Sekh, therein referred to as the Vendor of the One Part and one Pratap Sing 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, Being No. 9080, for the year 1962, the Vendor therein for the consideration therein mentioned sold, transferred and conveyed of the said land in R.S Dag No. 239;
- C. The Pratap Singh brought the said land in Dag No. 239 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. 239.
- 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. 239 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 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 Chhikara Brother & Others.
- I. 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

- J. 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 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.
- K. The said disputes between the parties to the said application was amicably settled and pursuant thereto by and 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. 239 in favour of the said Ananta Deal Trade Private Limited and/or its nominees in terms of the said Memorandum of Agreement for sale dated 2nd February, 2012.
- L. By a Deed of Conveyance dated 13th May, 2013 made between the said Chhikara Brothers, Rajendra Singh and Surinder Singh, therein collectively referred to as the Vendors of the First Part and one Shivika Buildmart Private. Limited and Shivika Niketan Private Limited, therein collectively referred to as the Purchasers of the Second Part and the said Ananta Dealtrade Private Limited, therein referred to as the Confirming Party of the Third Part and registered in the office of the District of Sub-Registrar at Baruipur in, Book No. 1, Being No. 06273, for the year 2013 the Vendors therein with the consent and concurrence of the Confirming Party and for the consideration therein mentioned sold transferred and conveyed in favour of the Purchasers therein as the nominee of the said Ananta Deal trade Private Limited the said land in R.S. Dag No. 239.

OPINION

The said land in R.S. Dag No. 239 corresponding to L.R.Dag No. 264 is certified to be clear and marketable.

