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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 258 corresponding to L.R Dag No 278 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. 258 (L. R. Dag No. 278)

- A. One Mokshed Mondal was seized and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of land measuring \_\_\_\_ acres, more or less in Pargana Magura, in J.L. No. 74, Touzi No. 119, R.S. Dag No. 258, R.S. Khatian No.39, Mouza- Raghavpur, Police Station-Sonarapur, District: 24 Parganas (South).
- B. The said Mokshed Mondal died intestate leaving behind him surviving his five sons, Moslem Mondal, Islam Mondal (Minor), Ismile Mondal (Mondal), Ibrahim Mondal (Minor), Abdul Mondal (Minor) and his wife, Amina Bibi as his legal heirs and heiress who jointly inherited the said land in R.S. Dag No. 258. By an order dated 18<sup>th</sup> March, 1966 passed by the Learned District Judge at Alipore in Act VIII, Case No. 3 of 1965, the said Amina Bibi was appointed as the guardian of the minor sons and permission for sale of the minor share was also granted.
- C. By a Bengali Kobala dated 3<sup>rd</sup> July, 1967 made between the said heirs of Late Mokshed Mondal, therein referred to as the Vendors of the One Part and Dewan Singh and Rajendra Singh, therein collectively referred to as the Purchasers of the Other Part and registered in the office of the District Sub-Registrar at Sonarpur, in Book No. I, Volume No.18, at Pages from 78 to 82, Being No. 1106, for the year 1967, the Vendors therein for the consideration therein mentioned sold, transferred and conveyed of the said land in R.S Dag No. 258 in favour of the Purchasers therein.
- D. The said Dewan Singh brought the said land in R.S. Dag No. 258 in the family business under the name and style of Priyavart Dewan Singh.
- E. 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.481 of 1983 against the said partnership firm under the name and style of Priyavart Dewan Singh.
- F. Pursuant to a settlement between the parties in the said suit by a virtue of a judgement and decree dated 25<sup>th</sup> November, 1983 passed in the said Senior Sub-Judge at Rotak Suit No. 481 of 1983 the said Priyavart Dewan Singh was declared to be the owner of inter alia the said land in R.S. Dag No. 258.
- G. By an Agreement for Lease dated 6<sup>th</sup> January, 2005 made between the said Priyavart Dewan Singh 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. 258 in favour of the Lessee therein for a term of 13 years with effect from 1<sup>st</sup> August, 2004.
- H. By a Deed of Surrender of Lease dated 18<sup>th</sup> march, 2013 made between the said Lokpriya Bricks Private Limited, therein referred to as the Lessee of the One Part and the said Priyavart Dewan Singh 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 Priyavart Dewan Singh & Others.
- I. By a Memorandum of Agreement for sale dated 2<sup>nd</sup> 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. 258 in favour of the Purchaser therein and/or its nominees.
- J. Inasmuch as the disputes and differences arose between the parties in respect of the said Memorandum of Agreement for sale dated 2<sup>nd</sup> 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.
- K. The said disputes between the parties to the said application was amicably settled and pursuant thereto by an order dated 10<sup>th</sup> May, 2013 passed by the Learned District Judge at Alipore it was directed that the said Priyavart Dewan Singh, Surinder Singh and Rajinder Singh inter alia would transfer the said land in R.S. Dag No. 258 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 2<sup>nd</sup> February, 2012.
- L. By a Deed of Conveyance dated 8<sup>th</sup> April, 2014 made between the said Priya Vart Dewan Singh,, therein referred to as the Vendor of the One Part and Aadrika Niwas Private Limited, Shivika Enclave Private Limited, therein collectively referred to as the Purchasers of the Other Part and registered in the office of Registrar of Assurance, Kolkata, in Book No. I, C.D Volume No. 7, at Pages from 2609 to 2618, Being No. 03216, for the year 2014, the Vendor therein for the consideration therein mentioned sold, transferred and conveyed the said land in R.S. Dag No. 258 in favour of Purchasers therein.
- M. After such purchase the said Aadrika Niwas Private Limited, Shivika Enclave Private Limited got their names mutated in the L.R Record of Rights in L.R. Dag No. 278, L.R. Khatian Nos. 512 to 513 in respect of the said land in R.S Dag No. 258.

**Opinion :**

The said land in R.S Dag No. 258 corresponding to L.R. Dag No. 270 recorded in the names of Aadrika Niwas Private Limited, Shivika Enclave Private Limited is certified to be clear and marketable.

