

SANCHARI MITRA
Advocate
High Court, Calcutta

OFFICE:
9, Kiran. Shankar. Roy Road, 1st Floor
Kolkata-700001
6, Ganga Prasad Mukherjee Road,
Ground Floor, Kolkata- 700 025

Residence & Chamber :7/5A, & 7/5B
Beadon Street, Kolkata- 700 006
MOBILE:8777517170

REPORT ON TITLE

Re: CONCAST INFRASTRUCTURE PRIVATE LIMITED, a company incorporated under the Companies Act 1956, having its registered office at 991, Eastern Metropolitan Bypass, Kolkata – 700 046.

I. DESCRIPTION OF PROPERTY:

ALL THAT the piece and parcel of land containing an area of 8105.85 Square Meters (equivalent to 121 Cottah 2 Chittack 41 Sq.ft.) a little more or less comprised in Dag Nos.57(P), 58(P), 74(P), 143(P), 144(p), 156(P), 159(P) and 161(P), Mouza: Purba Topsia, J.L. No.7, Police Station Tiljala, District: South 24 Parganas, being Municipal Premises No.991, Eastern Metropolitan Bye-Pass, under Ward No.58, within the limits of Kolkata Municipal Corporation, Kolkata – 700046 and butted and bounded by as follows:

On the North: By Science City;
On the South: By K.M.C. Land (1001/A, Eastern Metropolitan Bye-Pass);
On the East: By Eastern Metropolitan Bye-Pass;
On the West: By Other's land.

II. DOCUMENTS PERUSED:

Photo-copies of the following:-

Deed of Lease dated 3rd August 2012 between the Kolkata Municipal Corporation therein referred to as "the Lessor", Concast Infrastructure Private Limited, therein referred to as "the Lessee" and Concast Exim Limited, therein referred to as "the Confirming Party" and registered before the office of the District Sub Registrar-III, Alipore, South 24 Parganas and recorded in Book No.I, CD Volume No.19, Pages 10078 to 10098, Being No.09696 for the year 2012.

III. TITLE:

1. The Kolkata Municipal Corporation, a statutory body constituted under the Kolkata Municipal Corporation Act 1980, having its head office at 5, S. N. Banerjee Road, Kolkata (hereinafter referred to as **KMC**) was the owner of a plot of land



SANCHARI MITRA
Advocate
High Court, Calcutta

OFFICE:

9, Kiran. Shankar. Roy Road, 1st Floor
Kolkata-700001
6, Ganga Prasad Mukherjee Road,
Ground Floor, Kolkata- 700 025

Residence & Chamber :7/5A, & 7/5B
Beadon Street, Kolkata- 700 006
MOBILE:8777517170

2

admeasuring about 2 acres comprised in Dag Nos.57(P), 58(P), 74(P), 143(P), 144(p), 156(P), 159(P) and 161(P) in Mouza: Purba Topsia, J.L. No.7, Police Station: Tiljala, District: South 24 Parganas, Kolkata, West Bengal located on the Eastern Metropolitan Bypass adjacent to Science City.

2. The Mayor-in-Council of the KMC, at its meeting held on 10th August 2011, vide Item No.MOA-20.4, resolved that the 2 acre plot of land adjacent to Science City, Kolkata be leased out for a period of 99 years renewable for an additional period of 99 years on mutually agreed terms and conditions.

3. Competitive bids were invited by the KMC for long-term lease of the aforesaid land under the terms as elaborated in the 'Request For Proposal' (RFP Document) dated 11th December 2011 published by the KMC and posted on the official web-portal of the KMC.

4. Concast Exim Limited (hereinafter referred to as the said **PARTICIPANT**), part of the Concast Group, participated in the said bid and was declared to be the successful bidder by the KMC, vide letter No.198/PPP/11-12 dated 18th January 2012 upon which the entire amount of lease premium was duly paid by the said Participant to the KMC.

5. The said Participant vide its letter under Ref. No.CEL/KMC/11-12/02 dated 03.03.12 informed the KMC that the Concast Group had formed a company in the name of Concast Infrastructure Private Limited to deal in real estate business and requested the KMC to issue the letter of allotment for the aforesaid land in favour of the said Concast Infrastructure Private Limited. The KMC accordingly agreed to grant lease of the aforesaid land in favour of the said Concast Infrastructure Private Limited with the said Participant being the Confirming Party in the Deed of Lease to be executed by the KMC.

6. The KMC vide its letter No.122/PPP/12-13 dated the 3rd August, 2012 informed the said Participant that exact measurement of the aforesaid land was found to be 2.003 acres and required the said Participant to deposit pro-rata premium for the said excess quantum of land of 0.003 acres amounting to Rs.14.40 lacs, which was accordingly deposited by the said Participant.

7. In pursuance of the same, the KMC demised **ALL THAT** plot of land comprised in Dag Nos. 57(P), 58(P), 74(P), 143(P), 144(P), 156(P), 159(P) and 161(P), Mouza: Purba Topsia, J.L. No.7, Police Station - Tiljola, District: South 24 Parganas, Kolkata, West Bengal, containing a land area of 2.003 Acres on Eastern Metropolitan Bypass adjacent to Science City (hereinafter referred to as the said **LAND**) unto and



SANCHARI MITRA
Advocate
High Court, Calcutta

OFFICE:
9, Kiran. Shankar. Roy Road, 1st Floor
Kolkata-700001
6, Ganga Prasad Mukherjee Road,
Ground Floor, Kolkata- 700 025

Residence & Chamber :7/5A, & 7/5B
Beadon Street, Kolkata- 700 006
MOBILE:8777517170

3

in favour of the said Concast Infrastructure Private Limited by and under a Deed of Lease dated the 3rd day of August 2012 made between the Kolkata Municipal Corporation therein referred to as "the Lessor", Concast Infrastructure Private Limited, therein referred to as "the Lessee" and Concast Exim Limited, therein referred to as "the Confirming Party" and registered before the office of the District Sub Registrar-III, Alipore, South 24 Parganas and recorded in Book No.I, CD Volume No.19, Pages 10078 to 10098, Being No.09696 for the year 2012 (hereinafter referred to as the said **DEED OF LEASE**).

8. The said Land has since been numbered and assessed as Municipal Premises No.991, Eastern Metropolitan Bypass, Kolkata-700046 (hereinafter referred to as the said **PREMISES**).

9. In terms of the said Deed of Lease, the said Concast Infrastructure Private Limited became entitled to:

- (i) leasehold interest in the said Premises for the period of 99 (ninety nine) years with an option on the part of the Sub-Lessor for renewal of the lease for further period thereafter;
- (ii) undertake development of the said Premises for commercial exploitation thereof;
- (iii) grant sub-lease, sub-let and/or usage rights of the constructed spaces of the proposed building to be constructed upon the said Premises;
- (iv) mortgage its leasehold interest in the said Premises.

10. Under the said Deed of Lease, the said Concast Infrastructure Private Limited became obliged to complete construction of a new building upon the land at the said Premises in terms of the plan sanctioned by the Kolkata Municipal Corporation.

11. The said Concast Infrastructure Private Limited applied for and obtained sanction of building plan under Building Permit No. 2017070168 dated 19th February 2018 from the Kolkata Municipal Corporation for development of the said Premises and has already commenced construction of a primarily residential multi-storied building thereat.

12. The said Concast Infrastructure Private Limited has availed loan/credit facilities from the lending institution namely 'Xander Finance Private Limited' of #101, 5 North Avenue, Maker Maxity, Bandra Kurla Complex, Bandra East, Mumbai - 400051 for the purpose of the said project by creating mortgage of the said property and deposit of the Deed of Lease dated 3rd August 2012.



SANCHARI MITRA
Advocate
High Court, Calcutta

OFFICE:

9, Kiran. Shankar. Roy Road, 1st Floor
Kolkata-700001
6, Ganga Prasad Mukherjee Road,
Ground Floor, Kolkata- 700 025

Residence & Chamber :7/5A, & 7/5B
Beadon Street, Kolkata- 700 006
MOBILE:8777517170

4

13. I have come across a writ petition being W. P. No. 493 of 2017 filed by Auquil Ahmed Khan & Ors., inter alia challenging the legality of the acquisition of a larger land including the subject land. Upon perusal of the copy of the aforesaid writ petition, it appears to me that the lands covered in the aforesaid writ petition were originally requisitioned under section 3 of the West Bengal (Requisition & Acquisition) Act 1948 and possession thereof was taken in the year 1971. The requisitioned land were subsequently intended to be acquisitioned under the provisions of section 4 of the said Act by issuance of a notice on 02-10-1980 under sub section 1A of section 4 of the said Act.

14. As per the case made out in the aforesaid writ petition, the awards had been made for compensation and the reference judge had enhanced the amount of compensation. The writ petitioners and their predecessor in interest at no point of time challenged the legality and validity of the acquisition proceeding. Hence, the writ petition appears to suffer from the vice of the doctrines of waiver, estoppels, acquiescence, limitation, approbation, reprobation and inordinate delay. Keeping in view the aforesaid facts and circumstances, the interim order sought for by the writ petitioners was refused when the said writ petition was originally moved before the Hon' ble High Court at Calcutta on 1st September 2017 and the Hon' ble Court opted to decide the issue as to whether the writ petition itself was maintainable or not, at the time of final hearing.

15. In my view, the pendency of the aforesaid writ petition does not materially affect the leasehold rights of the said Concast Infrastructure Private Limited over the subject land and does not create any embargo to develop the subject land and demise the Apartment;

16. Thus the said Concast Infrastructure Private Limited became entitled to the leasehold interest in respect of **ALL THAT** the piece and parcel of land containing an area of 8105.85 Square Meters (equivalent to 121 Cottah 2 Chittack 41 Sq.ft.) a little more or less in Dag Nos.57(P), 58(P), 74(P), 143(P), 144(p), 156(P), 159(P) and 161(P), Mouza: Purba Topsia, J.L. No.7, Police Station Tiljala, District: South 24 Parganas, being Municipal Premises No.991, Eastern Metropolitan Bye-Pass under Ward No.58, within the limits of Kolkata Municipal Corporation Kolkata-700046, for the period of 99 (ninety nine) years with an option for renewal for a further period thereafter with the power to grant sub-lease, sub-let and/or usage rights of the constructed spaces of the proposed building to be constructed thereupon, subject to the mortgage and/or charge created in favour of the said Xander Finance Private Limited.

V. Conclusion :

SANCHARI MITRA
Advocate
High Court, Calcutta

OFFICE:

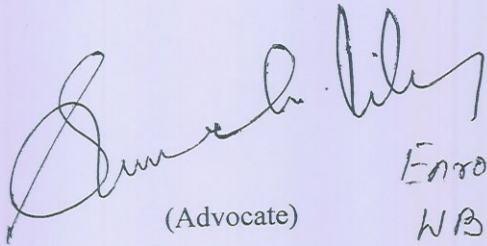
9, Kiran. Shankar. Roy Road, 1st Floor
Kolkata-700001
6, Ganga Prasad Mukherjee Road,
Ground Floor, Kolkata- 700 025

Residence & Chamber :7/5A, & 7/5B
Beadon Street, Kolkata- 700 006
MOBILE:8777517170

5

This is to certify that in pursuance of the aforesaid, the said Concast Infrastructure Private Limited has leasehold interest in the said Premises for the period of 99 (ninety nine) years with an option for renewal for a further period thereafter with the power to grant sub-lease, sub-let and/or usage rights of the constructed spaces of the proposed building to be constructed upon the said Premises and the same is free from all encumbrances whatsoever, subject to the mortgage and/or charge created in favour of the said Xander Finance Private Limited.

Dated this 3rd day of October, 2018.


(Advocate)

Enrollment No.:

WB/340/2006.