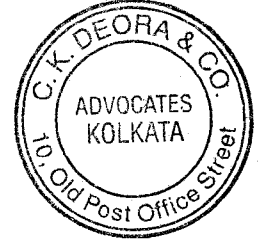


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C. K. DEORA
SUDHA AGARWAL
ANJANA BANERJEE



D-112

REPORT ON TITLE

Re: 8/4, Alipore Road, Kolkata-27, Ward No. 74, P.S. Alipore,
admeasuring 63 cottah 2 chittack 31 sq. ft.

I. ABSTRACT OF TITLE

- A. By a Deed of Conveyance dated the 13th day of January 1951, made between His Highness Maharaja Jagaddwipendra Bhup Bahadur of Coach Bihar therein referred to as the Vendor of the One Part, M/s Ampie Ltd. therein referred to as the Confirming Party of the Second Part and M/s Gyaniram & Sons Limited therein referred to as the purchaser of the Third Part and registered with the Registrar of Assurances Calcutta in Book No. I, Volume No. 16, pages 25 to 35 Being No. 208 for the year 1951, the said Vendor for the consideration therein mentioned sold transferred and conveyed unto and in favour of Gyaniram & Sons Limited All That the demarcated piece or parcel of land admeasuring 3 (three) bighas 3 (three) cottahs 2 (two) chittacks and 31 (thirty one) square feet (more or less) situate lying at and being a portion of premises No. 8 Alipore Road, Calcutta (hereinafter referred to as the Said Premises). The said Gyaniram & Sons Limited changed to Gyaniram & Sons Private Limited as per the certificate issued by the Registrar of Companies Calcutta dated 18th June 1956.
- B. The said demarcated portion of the premises No. 8, Alipore Road, Calcutta was separated and known and numbered as the municipal premises No. 8/4, Alipore Road, Calcutta admeasuring 63 cottah 2 chittack 31 sq. ft. herein referred to as the said premises and separated in the municipal records vide Assessee No. 11-074-05-0098-3.
- C. The said Gyaniram & Sons Private Limited (hereinafter referred to as the **Owner**) was therefore absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the said premises free from all encumbrances charges lien lispensens trust whatsoever or howsoever.
- D. By an Agreement dated 28th April, 1995 made between the said Owner of the one part and M/s Concrete Developers Ltd. being the Developer of the other part, the Owner granted the

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exclusive right of development in respect of the said premises unto and in favour of the said Developer herein for the consideration and on the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the **Development Agreement**).

- E. In terms of the Development Agreement the said Developer became entitled to construct four Residential Building Viz. Building "A", Building "B", Building "C" and Building "D" at the said premises, subject to sanction of plans by the Kolkata Municipal Corporation on the basis of the sharing of the saleable areas as per the terms and covenants contained therein and the Owner and the Developer being entitled to sell and transfer their respective allocations and /or to enter into agreements for sale and transfer in respect of their respective allocations. In pursuance to the said Development Agreement the Developer got sanctioned a plan by Kolkata Municipal Corporation for the construction erection and completion of the said buildings consisting of various self contained Units capable of being held and/or enjoyed independently of each other.
- F. Various disputes arose between said Owner and the Developer and after prolonged hearings before the Arbitral Tribunal and in order to resolve such disputes the Owner, the Developer and the Owner's Tenants entered into a fresh arbitration agreement dated 23-09-2013 to refer their disputes to the arbitration by Justice Chittatosh Mookerjee (Retired) and pursuant thereto the said disputes were referred to such Arbitral Tribunal consisting of Justice Chittatosh Mookerjee (Retired) as the Sole Arbitrator.
- G. The parties namely the Owner, the Developer and the Owner's Tenants thereafter executed an Terms for Settlement dated 28-10-2013 which was executed by and between the Owner, the Developer and the Owner's Tenants and the disputes and differences between the parties thereto were settled in accordance with the terms contained therein and the same was filed before the said Arbitral Award urging to pass a Consented Interim Award. The said arbitration between the Owner, the Developer and the Owner's Tenants was disposed of by a Consented Interim Award dated 30-10-2013 in terms of the said Terms of Settlement arrived at by and between the parties and as recorded in the said Consented Interim Award in order to enable the said Developer to proceed expeditiously with the validation of the sanctioned plan to construct and complete the complex at the said premises with full power to enter into agreement for sale

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of the saleable areas, comprised of various flats, apartments, car parking spaces and other spaces.

II. INSPECTION:

We have inspected the following documents:-

- 1) Original Deed of Conveyance dated 13.01.1951 which is lying in Escrow with Mr. Sayantan Bose, Advocate on behalf of the Owner M/s Gyaniram & Sons (P) Ltd. and the same is found in order.
- 2) The certified copy of the Assessment Roll of the Kolkata Municipal Corporation wherein the name of M/s Gyaniram & Sons (P) Ltd. is duly inserted as the absolute owner in respect of 8/4 Alipore Road, Kolkata-27 and the nature of use is dwelling house and land.
- 3) We have seen the No Outstanding Certificate of the Kolkata Municipal Corporation dated 15.3.2014 in respect of the said premises and there is no outstanding municipal dues in respect of the above premises.
- 4) The initial plan in respect of the above premises was sanctioned in the year 1995 and under instruction of the Ld. Arbitrator revalidated in the year 2000 and the same has already been expired. In terms of the Arbitration Award Passed based on Terms of Settlement Developer has now completed the process of further revalidation of the Plan for the period of 20.07.2005 to 19.05.2014 as per procedure of Kolkata Municipal Corporation and on the verge of getting sanction of a fresh Plan for the construction of balance portion of Block A & D and a new single Block instead of Block B & C in terms of said Terms of Settlement dated 28.10.2013.
- 5) Since the said property was the subject matter of arbitration since the year 2000 and since in the year 2000 also interim order was passed by the Learned Arbitral Tribunal not to alienate the said property and since now the same has again been made the subject matter of the Final Award dated 30.10.2013 and since the said property is under possession of the Developer and the Owner respectively, it can safely be said that the

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Owner is the absolute owner in respect of the said property subject to the terms of the Final Award.

III. CONCLUSION:

In conclusion we have to say that premises No. 8/4, Alipore Road, Kolkata-27 admeasuring 63 cottah 2 chittack 31 sq. ft. is the absolute property of Gyaniram & Sons (P) Ltd. and the same is the subject matter of development by the Developer above named namely M/s Concrete Developers Ltd. of 3/1, Dr. U. N. Brahmachari Street, Kolkata-17 in terms of the Final Award of Mr. Justice Chittatosh Mookerjee (Retired) and no other treatment can be done save and except that under and in terms of the Final Award both the Owner and the Developer have right to enter into agreement for sale of their respective allocations and also to create charge in respect of different flats, apartments in favour of any home loan bank and otherwise the said property is free from all other encumbrances.

Dated: 25.02.2015

For C.K. Deora & Company

A handwritten signature in cursive script, appearing to read "C.K. Deora".

Advocate