

## S.K.LATH & CO.

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Naveen Lath
Kapil Lath

Dated: 10.09.2018

To:

1. M/s Altamira Project LLP

4A, Camac Street, Kolkata-700016

2. M/s Trimurti Villa Pvt. Ltd.

26, Shakespeare Sarani, Kolkata-700017

Supplementary Report connected to Supplementary Report dated 04.09.2018 which was supplemented and connected to No Encumbrance Certificate and Detailed Report on Title dated 17.07.2018.

Attn: Mr. Abhishek Agrawal

Dear Sir.

Sub:- Upcoming building Project named DRA Altamira at the Leasehold Land at Premises No.67A/1, Ballygunge Circular Road, Kolkata-700 019 (said/demised Premises).

This is in continuation to our Supplementary Report dated 04.09.2018.

We were advised to state, clarify and give our opinion as to:

(1) Whether the Lessee/s (M/s Altamira Projects LLP and M/s Trimurti Villa Private Limited) as per the provisions of two Registered Lease Deeds both dated 14<sup>th</sup> May,2014



bearing Deed Nos.04297/14 and 04298/14 have the legal right, title and interest and authority to transfer by way of sub-lease the newly constructed area/s and/or spaces in the aforesaid upcoming project for the residue unexpired term of the sub-lease period of 99 years together with benefit of option of renewal of lease term by another 99 years to a third party and;

(2) Whether the Sub-Lessee, who shall acquire the sub-lease right, title and interest upon the newly constructed area/s and/or spaces in the aforesaid upcoming project for the residue unexpired term of the sub-lease period of 99 years together with benefit of option of renewal of lease term by another 99 years from the Lessee/s, shall have the legal right and authority to further transfer by way of Sub-Lease to a third Party pertaining to the acquired constructed area/s and/or spaces in the aforesaid project for the residue unexpired term of the sub-lease period of 99 years together with benefit of option of renewal of lease term by another 99 years.

## **OPINION:**

RIGHT OF LESSEE/S: After examining the contents and provisions of both the Registered Lease Deeds, it appears that the Lessee/s have full right, title and interest and authority as per provisions of Registered Lease Deeds to transfer by way of Sub-Lease and tenancy in favour of any person or third party the demised premises or portion thereof and/or the proposed new building to be erected thereat and/or the residential flats, offices, show rooms, car parking spaces and other spaces of the proposed new building for the residue unexpired term of the sub-lease period of 99 years together with benefit of option of renewal of lease term by another 99 years.

RIGHTS OF SUB-LESSEE: After examining the contents of both the Registered Lease Deeds, it appears that even the Sub-Lessee after acquiring the sub-lease right, title and interest upon the newly constructed area/s and/or spaces in the aforesaid upcoming project for the residue unexpired term of the sub-lease period of 99 years together with benefit of option of renewal of lease term by another 99 years from the Lessee/s, shall have the legal right and authority to further transfer by way of Sub-Lease to a third Party pertaining to the acquired constructed area/s and/or spaces in the aforesaid project for



the residue unexpired term of the sub-lease period of 99 years together with benefit of option of renewal of lease term by another 99 years.

This Supplementary Report on Title shall be read and construed as part and parcel of our Supplementary Report dated 04.09.2018 and No Encumbrance Certificate and Detailed Report on Title dated 17.07.2018.

Thanking You,

S. K. LATH & CO.

For, S.K. Lath & Co.

(Kapil Lath, Advocate)

Lyixan -

(Partner)