

*Indranil Basu*  
Advocate  
High Court at Calcutta

Chamber:  
10, Old Post Office Street,  
Kolkata 700 001.

Dated: - 29.06.2018

Ref: Bhawani Courtyard

SUB: Non - Encumbrances certificate and detailed Report on Title

Description of the Flat:-

ALL THAT piece and parcel of Land measuring 8 Bighas 3 Cottahs 10 Chittacs 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462, all have been classification Danga and Sali within Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146, Pargana : Anawarpur, Police Station: Airport, District : North 24 Parganas, Ward No. 26, premises No 91/1, Jessore Road under Ward No 26 of the Madhyamgram Municipality.

Present owners of the aforesaid Flat: -

Astoria Hotel Pvt. Ltd.

Searches made:-

I have caused necessary searches through searcher at the time of searching as per records available with the offices of the District Registrar & Additional District Sub Registrar at Bidhannagar and Additional Registrar of Assurances, Calcutta, being receipt nos. X 966469 and U 092386 for the period of 2004-2018 for Index II. During the period of Searching with the aforesaid registration offices no adverse entries had been found.

My report is as follows: -

Based upon the photocopy of the supplied documents:-

Whereas Allahabad bank had issued a Notice of Sale dated 16th January, 2011 inviting offers for sale of properties described in such Sale Notice and as described in the First Schedule hereunder written.

And whereas The Sale Notice issue by the Allahabad Bank dated 16th January, 2011 had appeared in the Times of India, Kolkata edition and such Sale notice was with regard to the Loan Account of M/S. Mechano Paper Machines Limited of Commerce House, 2, Ganesh Chandra Avenue, Kolkata - 700013.

And whereas upon coming to know of such an advertisement, the Astoria Hotel Pvt. Ltd. along with assistance of Smt. Shailja Agarwal one of the Directors of the Desire Financial Consultants Pvt. Ltd., Harish Kumar S. Gathani and one Raghuvir Sales Pt. Ltd. collected and accumulated a sum of Rs. 85,20,000.00 and deposited the same with Allahabad Bank being the earnest money to become a eligible bidder for the said sale of properties of M/S. Mechano Paper Mechines Limited.

And whereas Thereafter, the said Harish Kumar S. Gathani also became disinterested in keeping himself within the team to purchase the said property of M/S. Machano Paper Machineries Ltd. and informed members of the team to that effect consequent whereof on request of the other two members of the team, Desire Financial Consultants Pvt. Ltd. agreed to take over share of the said Harish Kumar S. Gathani in the team.

And whereas Subsequently, Raghuvir Sale Pvt. Ltd. became no longer interested to proceed with the purchase of the said properties and withdrew its name from the inter se understanding of the Purchasers by giving a letter to that effect to Astoria Hotel Pvt., Ltd. However, one Sarmistha Damani came into the share thereon.

INDRANIL BASU  
Advocate  
High Court Calcutta  
10/06/2018 of 2018  
INDRANIL BASU

And whereas it was mutually agreed upon that for the convenience and expediency, the team would be projected as the team Astoria Hotel Pvt. Ltd, but for all material purposes individual component of the team would be having their distinct share in the deal based upon their respective contribution of money to the deal.

And whereas Notwithstanding anything stated to the contrary elsewhere in this agreement the title of the property shall always remain with Astoria Hotels Pvt Ltd prior to and/or upon execution of the Deed of Conveyance by Allahabad Bank in favour of Astoria Hotel Pvt Ltd

And whereas Within the above facts and circumstances Astoria Hotel Pvt. Ltd. has agreed to share 52.50% of the revenue pertaining to its allocation as and when the schedule land is developed with Desire Financial Consultants Pvt. Ltd. and 5% of the revenue as and when the schedule land is developed with Smt. Sarmista Damani and Each will bear Tax obligation according to their ratio.

And whereas it is further clarified that notwithstanding the interse understandings between Astoria Hotel Pvt. Ltd, Desire Financial Consultants Pvt Ltd, Smt. Sarmista Damani the Developer is entering into this agreement with Astoria Hotel Pvt. Ltd on the specific assurance that Astoria Hotel Pvt. Ltd shall keep the developer indemnified for all purposes and intents. There exists no privity of contract between Desire Financial Consultants Pvt. Ltd., Smt. Sarmista Damani and the Developer herein and accordingly Astoria Hotel Pvt. Ltd shall for all times ensure that its understandings with Desire Financial Consultants Pvt. Ltd., Smt. Sarmista Damani shall not have any adverse effect on the project.

And whereas On 21st February, 2011, Allahabad Bank had declared the Astoria Hotel Pvt. Ltd as, the highest bidder and asked it to deposit within 24 hours from the date of opening of bid i.e. on 21.02.2011 the 25% of the total sale consideration of Rs.9,01,00,000.00 excluding 10% of the earnest money already deposited.

And whereas upon depositing the sum of Rs.25% of the total bid amount the balance 75% of consideration has to be paid by the parties hereto to the Bank within 15 days from the date of opening of the Bid. Balance 75% had already been paid on 06.03.2011 and thereafter sale certificate in favour of the Owner was issued by the Authorized office of Allahabad Bank in favour of landowner on 08.03.2011.

And whereas the Owner i.e. Astoria Hotel Pvt. Ltd. is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises being ALL THAT piece and parcel of Land measuring 8 Bighas 3 Cottahs 10 Chittacs 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462, all have been classification Danga and Sali within Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146, Pargana : Anawarpur, Police Station : Airport, District : North 24 Parganas ward no 26 of Madhyamgram Municipality as more fully and particularly described in the First Schedule hereunder written and has a marketable and bankable title to the said Premises free from all encumbrances, charges, mortgages, liens, lispendens, trusts and attachments.

And whereas said Astoria Hotel Pvt. Ltd. entered into a Development Agreement dated 15.12.2015 with M/s Himanga Mercantiles Pvt. Ltd. for the purpose of Development and construction upon the said land measuring 8 Bighas 3 Cottahs 10 Chittacs 3 sq feet (more or less) lying and situate at and within R.S. Dag No. 443, 447, 448, 449, 450, 462, all have been classification Danga and Sali within Mouza : Sahara, J.L. No. 46, R.S. No. 3, Touzi No. 146, Pargana : Anawarpur, Police Station : Airport, District : North 24 Parganas and the same was duly registered with the office of District Sub Registrar II, North 24 Parganas and recorded in Book No. I, Volume no. 1502-2015, Pages 49493 to 49547, Being no. 3535 for the year 2015.

And whereas said Astoria Hotel Pvt. Ltd. executed a Power of Attorney dated 15.12.2015 and appointed a constituted attorney M/s Himanga Mercantiles Pvt. Ltd. to act on its behalf and the same was duly registered with the office of District Sub Registrar II, North 24 Parganas and recorded in Book No. I, Volume no. 1502-2015, Pages 49673 to 49701, Being no. 3540 for the year 2015.

And whereas authorized officer of the Allahabad Bank as a vendor sold, transferred and conveyed of all that 2.70 Acres together with structure standing thereon unto and in favour of Astoria Hotel Pvt. Ltd. by a Sale Deed dated 19.03.2016 and the same was duly registered with the office of District Sub Registrar II, North 24 parganas and recorded in Book No. I, Volume no. 1502-2016, Pages 26035 to 26071, Being no. 1088 for the year 2016.

Certificate: -

INDRANIL Basu  
Advocate  
High Court Calcutta  
F/405/278 of 2013  
Indranil Basu

*I hereby certified that the Flat-owners Astoria Hotel Pvt. Ltd.'s title appears to be free from all sorts of encumbrances and the above mentioned land is having absolute clear, free and marketable title subject to verification of original registered Sale Deed dated 15.06.2006, Being no. 03206 for the year 2006 and other link documents.*

*The receipts for the relevant searches are enclosed herewith.*

INDRANIL BASU  
Advocate  
Calcutta  
F1405/278 of 2013

*Signature of the Advocate*

*Encl: - Search Receipt/s.*

*Indranil Basu*

Advocate  
High Court at Calcutta

Chamber:

10, Old Post Office Street,  
Kolkata 700 001.

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*And whereas Thereafter, the said Harish Kumar S. Gathani also became disinterested in keeping himself within the team to purchase the said property of M/S. Machano Paper Machinerics Ltd. and informed members of the team to that effect consequent whereof on request of the other two members of the team, Desire Financial Consultants Pvt. Ltd. agreed to take over share of the said Harish Kumar S. Gathani in the team.*

*And whereas Subsequently, Raghuvir Sale Pvt. Ltd. became no longer interested to proceed with the purchase of the said properties and withdrew its name from the inter se understanding of the Purchasers by giving a letter to that effect to Astoria Hotel Pvt., Ltd. However, one Sarmistha Damani came into the team with 5% share thereon.*

**INDRANIL BASU**  
Advocate

High Court Calcutta

EM051278 01/20/18 Basu

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Certificate:-

INDRANIL BASU  
Advocate  
High Court Calcutta

15/05/2016 of 2013  
Indranil Basu

*I hereby certified that the Flat-owners Astoria Hotel Pvt. Ltd.'s title appears to be free from all sorts of encumbrances and the above mentioned land is having absolute clear, free and marketable title subject to verification of original registered Sale Deed dated 15.06.2006, Being no. 03206 for the year 2006 and other link documents.*

*The receipts for the relevant searches are enclosed herewith.*

INDRANIL BASU  
Advocate  
*Indranil Basu*  
F/405/278 of 2013  
Signature of the Advocate

*Encl: - Search Receipt/s.*

BHAWANI COURT ROAD

622

West Bengal Form No. 1556

[New Rule Form No. 19 (Appendix-I)]

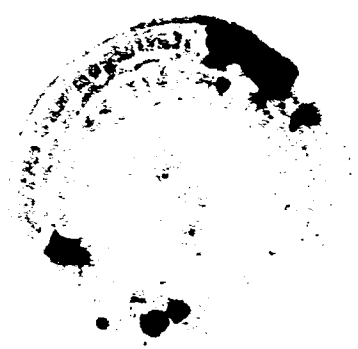
No. REGN X 966469

Receipt for Fees Deposited for Search or Inspection

- 1. Serial Number of application..... 41247
- 2. Date of application..... 28. 6. 18.
- 3. Search for the year(s)..... 2004 - 2018
- 4. Name of office to which the record to be searched or inspected relates..... DR + ADPR  
Brdhannagar
- 5. Name of person or property to be searched..... 911 Jessore Road
- 6. Nature of document..... P.S. Airport
- 7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document).....  
Sale
- 8. From whom received..... A. Mondal
- 9. Fees paid under Article—
  - F (1) (i)
  - F (1) (ii) 16 / —
  - F (2) 16 / —
  - 
  - 32 / —

.....Registrar of.....

01-17-2



LIBRARY  
OF THE  
UNIVERSITY OF  
MICHIGAN



No. REGN U

Receipt for Fees Deposited for Search or Inspection

092386

- 1. Serial Number of application..... 73386
- 2. Date of application..... 27-6-18
- 3. Search for the year(s)..... 2004-18
- 4. Name of office to which the record to be searched or inspected relates..... *ASML*
- 5. Name of person or property to be searched.....
- 6. Nature of document..... *u*
- 7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document)..... 9111, Jessoru Rel
- 8. From whom received..... *A. Mandal*
- 9. Fees paid under Article—
  - (1) (i) 22/-
  - (1) (ii)
  - 2)

.....Registrar of.....

