



S. K. LATH & CO.

ADVOCATES

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Partner
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Dated: 17.07.2018

NO ENCUMBRANCES CERTIFICATE AND DETAILED REPORT ON TITLE

Ref.:- ALL THAT the piece and parcel of leasehold land containing by estimation an area of 1 Bigha, 13 Cottahs, 12 Chittacks and 14 sq.ft. (more or less) comprising of Southern portion and the Northern portion together with two storied building (Ground plus one upper floor) each floor measuring 3000 sq.ft. covered area (more or less) standing thereon situate and lying at and being Municipal Premises No. 67-A/1, Ballygunge Circular Road, P.S. Karaya, under Ward No. 69 of the Kolkata Municipal Corporation (“**said Premises**”).

Present Lessee’s of the said Premises:- (1) **M/s Altamira Projects L.L.P.** a Limited Liability Partnership within the meaning of Limited Liability Partnership Act, 2008 and (2) **M/s Trimurti Villa Private Limited**, a Company incorporated under the Companies Act, 1956, both having their common registered office at No. 26, Shakespeare Sarani, Dimple Court, 8th Floor, Police Station Shakespeare Sarani, Post Office Circus Avenue, Kolkata – 700017.

We have caused necessary searches in connection with Premises No. 67A, Ballygunge Circular Road and Premises No. 67-A/1, Ballygunge Circular Road, Kolkata in the Office of District Sub Registry – III, Alipore for the period from 1988 to 2018 (till 11.07.2018) AND in the Office of Additional District Sub Registry at Sealdah for a period from 1988 to 2018 (till 11.07.2018), AND in the Office of Additional Registrar of Assurances – I, Kolkata for a period from 1988 to 2018 (till 11.07.2018) and have inspected Kolkata Municipal Corporation Mutation Certificate and all other relevant documents in respect of the said Premises.

We have also carried out Court Searches (Title Suit and Money Suit both) in the names of the present Lessees in the Court of Ld. Civil Judge Senior Division of 2nd Court at Alipore. It has been





observed from Court Searches conducted for 12 years from the year (2007-2018) till 16.07.2018 that no Title Suit and Money Suit appears to have been filed in the name of the present Lessees.

Our report is as follows:

1. Indian Church Trustees, at all times had been the absolute owner of in respect of land and Premises commonly known as "Bishop's College" situated and lying at amongst other Premises, Municipal Premises No. 67-A, Ballygunge Circular Road (now known as Pramothesh Barua Sarani) Calcutta.
2. By an Indenture of Lease dated the 7th day of June, 1967, registered in Book No. I, Volume No. 96, Pages 288 to 295, being No. 3079, for the year 1967 at the office of the Registrar of Assurances, Calcutta (now Kolkata), the said Indian Church Trustees demised unto one M/s Hooghly Ink Co. Ltd., **ALL THAT** piece and parcel of land measuring an area of 1 Bigha, 13 Cottahs, 12 Chittacks and 14 sq.ft. (more or less) together with building, hereditament, messuage, tenement and Premises whatsoever lying erected and/or built up thereon situate and within the Bishop's College Complex being Premises No. 67-A, Ballygunge Circular Road (formerly being portion of Premises No. 224 Lower Circular Road) (now known as Pramothesh Barua Sarani) Calcutta (now Kolkata-700019) (hereinafter referred to as "**the said Premises**") for a period of 10 (ten) years commencing from 1st January, 1966 with option of renewal of the said term and at the lease rent and on the terms and conditions recorded therein.
3. Since, after the expiry of the term of the aforesaid Lease, the said M/s Hooghly Ink Co. Ltd. continued to occupy the said Premises on the same terms and conditions as recorded in the Indenture of Lease dated 7th June, 1967.
4. In or about the year 1977 various disputes and differences arose among the shareholders of the said M/s Hooghly Ink Co. Ltd. and its Directors, which resulted in litigation being Company Petition No. 220 of 1977, Company Application No. 99, of 1979, Appeal No. 224 of 1979 and Appeal No. 356 of 1979 before the Hon'ble High Court, Calcutta.
5. By an Order dated 9th January, 1981, passed by consent of the parties in the said Appeal No. 224 of 1979, and Appeal No. 356 of 1979 by the Hon'ble High Court, Calcutta, being the litigation amongst the shareholders of M/s Hooghly Ink Co. Ltd. and its Directors appointed Sri Arun Kumar Agarwala and Sri Sushil Kumar Poddar as Joint Special Officers and further directed that ½ (one-





half) portion of the said Premises shall be occupied by the said M/s Hooghly Ink Co. Ltd. and the remaining ½ (one-half) portion of the said Premises shall be occupied by the said M/s Hooghly Ink Co. (Bombay) Ltd. in the manner and on the terms therein recorded.

6. On being approached by the said Sri Arun Kumar Agarwala and Sri Sushil Kumar Poddar, who were appointed as Joint Special Officers by the Hon'ble High Court, Calcutta, the said Indian Church Trustees at its meeting held on 14th November, 1981, vide its minutes No. ICT/81.10.b agreed to grant two separate Leases in respect of portions of the said Premises respectively in favour of the said M/s Hooghly Ink Co. Ltd. and M/s Hooghly Ink Co. (Bombay) Ltd.
7. The said M/s Hooghly Ink Co. Ltd. and M/s Hooghly Ink Co. (Bombay) Ltd. jointly agreed and decided to acquire the Lease in respect of the Northern ½ (one-half) portion being piece and parcel of land admeasuring 16 Cottahs 14 Chittacks and 7 sq.ft. be the same a little more or less together with pucca brick built building, garages, outhouses, hereditaments, tenements and premises erected and/or built thereon situate and lying at the said Premises in name of their nominee M/s Altamira Projects LLP AND in respect of the Southern ½ (one-half) portion being piece and parcel of land admeasuring 16 Cottahs 14 Chittacks and 7 sq.ft. be the same a little more or less together with pucca brick built building, garages, outhouses, hereditaments, tenements and premises erected and/or built thereon situate and lying at the said Premises in name of their nominee M/s Trimurti Villa Private Limited.
8. The Indian Church Trustees on being approached and requested by the said M/s Hooghly Ink Co. Ltd. and M/s Hooghly Ink Co. (Bombay) Ltd., had by virtue of the decision taken at their full Board Meeting held on 14th November, 1981, and in pursuance thereof after negotiations with the said M/s Hooghly Ink Co. Ltd. and M/s Hooghly Ink Co. (Bombay) Ltd., had agreed to grant two separate Leases respectively in respect of the Northern Portion and the Southern Portion of the said Premises respectively in favour of the said M/s Altamira Projects LLP and M/s Trimurti Villa Private Limited, for a term of 99 (ninety-nine) years at or for the agreed non-refundable and non-adjustable premium and the agreed monthly rent and the same was to be paid in equal proportion by the said M/s Hooghly Ink Co. Ltd. and M/s Hooghly Ink Co. (Bombay) Ltd..
9. In pursuance of the recommendation and nomination made by the said M/s Hooghly Ink Co. Ltd. and M/s Hooghly Ink Co. (Bombay) Ltd., the said Indian Church Trustees agreed vide its Resolution dated 3rd December, 2013, to demise All That the Northern Portion of the said Premises





unto in favour of the said M/s Altamira Projects LLP and All That the Southern Portion of the said Premises in favour of the said M/s Trimurti Villa Private Limited for a term 99 (ninety-nine) years at or for the agreed non-refundable and non-adjustable premium and the agreed monthly lease rent and on the terms and conditions therein contained.

10. By an Indenture of Lease dated the 14th May, 2014 registered in Book No. I, CD Volume No.9, Pages from 2093 to 2127, Being No.04297 for the year 2014 at the office of the A.R.A.- I, Kolkata, the said Indian Church Trustees therein referred to as the Lessor of the First Part and the said M/s Altamira Projects L.L.P., therein referred to as the Lessee of the Second Part and the said M/s Hooghly Ink Co. Ltd. therein referred to as the First Confirming Party of the Third Part and the said M/s Hooghly Ink Co. (Bombay) Ltd. therein referred to as the Second Confirming Party of the Fourth Part and Sri Arun Kumar Agarwala and Sri Sushil Kumar Poddar, therein jointly referred to as the Third Confirming Party of the Fifth Part, the said Indian Church Trustees in pursuance and recommendation and nomination made by the said M/s Hooghly Ink Co. Ltd., M/s Hooghly Ink Co. (Bombay) Ltd., Sri Arun Kumar Agarwala and Sri Sushil Kumar Poddar demised unto in favour of the said M/s Altamira Projects LLP **All That the Northern Portion of the said Premises** on "As is, where is and whatever there is" basis for a term of 99 (ninety-nine) years together with the option to renew the same for a further period of 99 (ninety-nine) years for the agreed consideration and/or premium and the agreed monthly lease rent reserved and on the terms and conditions therein mentioned (**said First Lease**).
11. By another Indenture of Lease dated the 14th May, 2014 registered in Book No. I, CD Volume No.9, Pages from 2128 to 2162, Being No.04298 for the year 2014 at the office of the A.R.A.-I, Kolkata, the said Indian Church Trustees therein referred to as the Lessor of the First Part and the said M/s Trimurti Villa Private Limited, therein referred to as the Lessee of the Second Part and the said M/s Hooghly Ink Co. Ltd. therein referred to as the First Confirming Party of the Third Part and the said M/s Hooghly Ink Co. (Bombay) Ltd. therein referred to as the Second Confirming Party of the Fourth Part and Sri Arun Kumar Agarwala and Sri Sushil Kumar Poddar, therein jointly referred to as the Third Confirming Party of the Fifth Part, the said Indian Church Trustees in pursuance and recommendation and nomination made by the said M/s Hooghly Ink Co. Ltd., M/s Hooghly Ink Co. (Bombay) Ltd., Sri Arun Kumar Agarwala and Sri Sushil Kumar Poddar demised unto in favour of the said M/s Trimurti Villa Private Limited **All That the Southern Portion of the said Premises** on "As is, where is and whatever there is" basis for a term of 99 (ninety-nine) years together with the option to renew the same for a further period of 99 (ninety-nine) years for the





agreed consideration and/or premium and the agreed monthly lease rent reserved and on the terms and conditions therein mentioned (**said Second Lease**).

12. By a Deed of Modification/Rectification dated 30th July, 2014, executed by the Parties to the said First Lease, certain terms and conditions of the said First Lease was duly modified and the said Deed of Modification/Rectification was registered at the office of Registrar of Assurances –I, Kolkata, recorded in Book No. I, CD Volume No.17, Pages from 318 to 333, Being No.07062 for the year 2014.
13. By a Deed of Modification/Rectification dated 30th July, 2014, executed by the Parties to the said Second Lease certain terms and conditions of the said Second Lease was also duly modified and the said Deed of Modification/Rectification was registered at the office of Registrar of Assurances –I, Kolkata, recorded in Book No. I, CD Volume No.17, Pages from 334 to 349, being No.07063 for the year 2014.
14. By virtue of the Indentures of Lease, both dated the 14th May, 2014, the said M/s Altamira Projects LLP and the said M/s Trimurti Villa Private Limited became jointly entitled to the hold interest in the respective portions (Northern and Southern) of the entirety of the said Premises for the term and extended term of the Lease.
15. The said M/s Altamira Projects LLP and M/s Trimurti Villa Private Limited after acquiring the leasehold interest in respect of the said Premises and with an intent and object of undertaking development of their respective portions independently of each other and as such upon application having been made to the Kolkata Municipal Corporation (KMC) the Southern portion which had been demised in favour of the said M/s Trimurti Villa Private Limited was separated and continued to remain numbered as Municipal Premises No. 67-A, Ballygunge Circular Road and the Northern portion being demised in favour of the said M/s Altamira Projects LLP as Premises No. 67-A/1, Ballygunge Circular Road, Kolkata 700019.
16. By a Deed of Sub-Lease dated 15th December, 2015, made between M/s Altamira Projects LLP, therein referred to as the Sub-Lessor of the One Part and M/s Trimurti Villa Private Limited, therein referred to as the Sub-Lessee of the Other Part, registered at the office of D.S.R.- III, Alipore, recorded in Book No. I, Vol. No. 1603-2015, Pages 143424 to 143448, being Deed No. 08432, for





the year 2015, the said M/s Altamira Projects LLP granted and sub-demised in favour of the said M/s Trimurti Villa Private Limited **ALL THAT** an undivided and undemarcated 2% share or interest i.e. undivided and undemarcated land measuring an area of 244 sq.ft be the same a little more or less together with an undivided and undemarcated covered space measuring 60 sq.ft. in All That the Northern Portion of the said Premises for the residue of the unexpired term of 99 (ninety-nine) years granted under the Indenture of Lease dated 14th May, 2014 for the rent reserved and on the terms and conditions therein mentioned.

17. By a Deed of Sub-Lease dated 15th December, 2015, made between M/s Trimurti Villa Private Limited, therein referred to as the Sub-Lessor of the One Part and M/s Altamira Projects LLP, therein referred to as the Sub-Lessee of the Other Part, registered at the office of D.S.R.- III, Alipore, recorded in Book No. I, Vol. No. 1603-2015, Pages 143399 to 143423, being Deed No. 08433, for the year 2015, the said M/s Trimurti Villa Private Limited granted and sub-demised in favour of the said M/s Altamira Projects LLP **ALL THAT** an undivided and undemarcated 2% share or interest i.e. undivided and undemarcated land measuring an area of 244 sq.ft be the same a little more or less together with an undivided and undemarcated covered space measuring 20 sq.ft. in All That the Southern Portion of the said Premises for the residue of the unexpired term of 99 (ninety-nine) years granted under the Indenture of Lease dated 14th May, 2014 for the rent reserved and on the terms and conditions therein mentioned.
18. Consequent to grant of the aforesaid Sub-Leases, the said M/s Altamira Projects LLP and M/s Trimurti Villa Private Limited caused the Northern portion and the Southern Portion to be amalgamated and upon such amalgamation the said Premises has now been numbered as Municipal Premises No. 67-A/1, Ballygunge Circular Road, Kolkata 700019.
19. The said M/s Altamira Projects LLP and M/s Trimurti Villa Private Limited have also got their respective names duly mutated in the records of the Kolkata Municipal Corporation as Lessees in connection with the Premises No. 67-A/1, Ballygunge Circular Road, Kolkata 700019 and are regularly and punctually paying taxes to the concerned authorities vide Assessee No. 110690809552.
20. By a Deed of Boundary declaration dated 8th February, 2016, made by Abhishek Agarwal, on behalf of M/s Altamira Projects LLP and M/s Trimurti Villa Private Limited, registered at the office





of D.S.R.- III, Alipore, recorded in Book No. I, Vol. No. 1603-2015, Pages 20395 to 20410, being Deed No. 625, for the year 2017, as per the form of the KMC, the boundary of the said Premises in the Deed has been described.

21. By an Undertaking for Sanctioned Alignment dated 10.08.2016, made by M/s Altamira Projects LLP and M/s Trimurti Villa Private Limited, registered at the office of D.S.R.- III, Alipore, recorded in Book No. I, Vol. No. 1603-2015, Pages 117604 to 117613, being Deed No. 03848, for the year 2016, it was declared that the said M/s Altamira Projects LLP and M/s Trimurti Villa Private Limited shall be liable to give possession of the part of the land in front of the said Premises for widening of the KMC Road at Western side of the said Premises for public interest made by Kolkata Municipal Corporation if desired by the said Corporation and other terms and conditions contained therein.
22. It was agreed between the said M/s Altamira Projects LLP and M/s Trimurti Villa Private Limited that the said Premises shall be developed by the said M/s Altamira Projects LLP and for the said purpose the said M/s Altamira Projects LLP caused a map or plan sanctioned by the Kolkata Municipal Corporation being Building Permit No. 2017080030, dated 28th June, 2017, whereby the said M/s Altamira Projects LLP and M/s Trimurti Villa Private Limited became entitled to undertake construction of a new building at the said Premises comprising of basement, ground plus 19 upper floors comprising of various self contained flats, units, apartments, constructed spaces and car parking spaces capable of being held and/or to be enjoyed independently of each other.
23. By a Development Agreement dated 18th September, 2017, made between the said M/s Trimurti Villa Private Limited, therein referred to as the First Party/Owner of the One Part and the said M/s Altamira Projects LLP, therein referred to as the Second Party/Developer of the Other Part, registered at the office of D.S.R.-III, Alipore, South 24 Parganas, in Book No. I, Vol. No. 1603-2017, Pages 116305 to 116354, being Deed No. 04175 for the year 2017, the said M/s Trimurti Villa Private Limited agreed to grant the exclusive right of development in respect of its undivided half share or interest into or upon the said Premises unto in favour of the said M/s Altamira Projects LLP with the intent and object that the M/s Altamira Projects LLP shall be entitled to undertake construction of a new building at the said Premises in accordance with the Sanctioned Plan subject to the terms and conditions therein mentioned.





24. By a Power of Attorney dated 21st September, 2017, registered at the office of D.S.R.-III, Alipore, South 24 Parganas, in Book No. I, Vol. No. 1603-2017, Pages 119481 to 119505, being Deed No. 04283 for the year 2017, one Abhishek Agarwal, Designated Partner of M/s Altamira Projects LLP and the said M/s Altamira Projects LLP were appointed as the true and lawful attorneys of the said M/s Trimurti Villa Private Limited and by virtue of powers conferred/vested upon the said Abhishek Agarwal, Designated Partner of M/s Altamira Projects LLP and M/s Altamira Projects LLP under the said Power of Attorney, the said Abhishek Agarwal, Designated Partner of M/s Altamira Projects LLP and the said M/s Altamira Projects LLP jointly or severally shall act accordingly and undertake necessary acts, deeds, matters and things in connection with development and construction of the Southern portion of the said Premises and other portions proposed to be constructed thereon.

The said M/s Altamira Projects LLP and M/s Trimurti Villa Private Limited by way of two Indentures of Lease, both dated the 14th May, 2014, being Deed Nos. 04297/2014 and 04298/2014, became the absolute Lessee's of the said Premises for a term of 99 (ninety-nine) years together with the option to renew the same for a further period of 99 (ninety-nine) years at the rent and subject to the terms and conditions contained and recorded in the said two Indentures of Lease, both dated the 14th May, 2014, being Deed Nos. 04297/2014 and 04298/2014 together with the said M/s Altamira Projects LLP having acquired the right to construct a new building on the said Premises comprising of basement, ground plus 19 upper floors comprising of various self contained flats, units, apartments, constructed spaces and car parking spaces as per the Sanctioned Plan and further right to transfer the constructed area/s, parts or portions thereof to the intending Sub-Lessee/s after completion of the new building for the residual unexpired term of Lease granted under the Indentures of Lease, both dated the 14th May, 2014, being Deed Nos. 04297/2014 and 04298/2014 and the said M/s Altamira Projects LLP and M/s Trimurti Villa Private Limited have also got their respective names duly mutated in the records of the Kolkata Municipal Corporation as Lessees having Assessee No. 110690809552 in connection with the said Premises and are paying relevant taxes up to date.

We hereby certify that the said Premises is free from all sorts of encumbrances, charges, liabilities, liens and lispendens attachment of any kind whatsoever and the said Premises has an absolutely clear, free and marketable title.





We also hereby certify that the said Premises is not subjected to any restriction of Urban Land (Ceiling and Regulation) Act, 1976 and the same is not under any claim of the KMDA and the CIT and any other authority and is fit for equitable mortgage.

The Receipts for the relevant searches are enclosed herewith:-

1. Receipt No. 561381 and 561382, both dated 11.07.2018, related to Office of District Sub Registrar Alipore and Addl. District Sub Registrar, Sealdah for the year 1988-2018, (till 11.07.2018).
2. Receipt No.124717 and 124718, both dated 11.07.2018, related to Office of Addl. Registrar of Assurances I, Kolkata, for the year 1988-2018, (till 11.07.2018).
3. Court Searches for 12 years from the year (2007-2018) till 16.07.2018, in the Court of Ld. Civil Judge Senior Division of 2nd Court at Alipore.

Thanking You,

For S. K. Lath & Co.

S. K. LATH & CO.

Partner / ~~Authorised Signatory~~

(Kapil Lath, Advocate)