



ADVOCATE

Utsav Mukherjee

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Professional Address :-

Shanti Niwas Apartment, Ground Floor,
West Apar Garden, Bhagat Singh More,
Asansol – 713304, West Bengal.

NO ENCUMBRANCE REPORT

TO WHOM IT MAY CONCERN

Item 'A' :- The landed property i.e. homestead within the District - Paschim Bardhaman (formerly District - Burdwan), P.S.- Asansol, comprised within Mouza - Mohishila, (previously J.L. No.- 025), Presently J.L. no.- 037, L.O.P. no.- 421/1 (P), in or upon C.S. Plot no.- 79 (P) corresponding to R.S., L.R. Plot no.- 79/3416 measuring an area of 02 (two) kathas 09 (nine) chhatak within the ambits of Ward No.- 20 (old) 86 (new) of Asansol Municipal Corporation at Purbapara, 01 number Mohishila Colony, Asansol, originally belonged to the SHRI BIMAL ROY, son of Ranjit Roy, presently resident of Purba Para, 01 No. Mohishila Colony, Asansol, P.O.- Ushagram, Pin - 713303, P.S.- Asansol South, District - Paschim Bardhaman, West Bengal, India who acquired it by virtue of a Lease Deed dated - 24.10.1975 & which was later conferred absolute right, title & interest on the demised land by way of Gift through Registered Indenture being Deed no.- 0194 for the year 1996, duly registered at the Office of Additional District Registrar of Burdwan at Asansol & executed by the Governor of the State of West Bengal as Donor; with the view that the Govt. of West Bengal with the intent to rehabilitate the Refugees displaced from East Pakistan now Bangladesh under the provisions of L.D.P. Act, 1948/L.A. Act I of 1894.

AND WHEREAS during his life time Shri Bimal Roy possessed the said properties openly, peacefully and uninterruptedly without any objection from anybody AND THEREAFTER recorded & mutated his name in the L.R. Record of Rights (R.O.R.) as 'Raiyat' of the Govt. of West Bengal being L.R. Khatian No.- 6405 within Mouza - Mohishila, (previously J.L. No.- 025), Presently J.L. no.- 037, L.O.P. no.- 421/1 (P), in or upon C.S. Plot no.- 79 (P) corresponding to R.S., L.R. Plot no.- 79/3416 measuring an area of 02 (two) kathas 09 (nine) chhatak & recorded in the L.R. Record of Rights as 04 (four) decimal.

THEREFATER the Landowner i.e. Shri Bimal Roy applied and got Land Use Compatibility Certificate u/s 46 of the West Bengal Town & Country (Planning & Development) Act, 1979, from Asansol Durgapur Development Authority (ADDA), being Memo No : ADDA/ASL/2024/000414, dated- 08.04.2024 AND subsequently got Conversion certificate as Commercial Bastu being Conversion case no.- CN/2024/2305/191, vide Memo no.- 797/S.D.L. & L.R.O. (E.P.-1)/ Asn/24, dated- 15.04.2024 & been paid khajna/ground rent ever since to the Government of West Bengal & got Sanctioned Building Plan from Asansol Municipal Corporation, being Building Permit No.- SWS-OBPAS/1101/2024/0952, dated- 28.11.2024.

AND WHEREAS the Landowner i.e. Bimal Roy intended to develop the schedule mentioned land for the G+IV multistoried building consisting of various residential units & garages contacted 'RESIDENA HOUSING LLP.' a Limited Liability Partnership Firm, having its Regd. Office at - Holding No. 619, G. Floor, Binapani Aptt., Simultala, Mohishila Colony, P.O.- Asansol, Pin - 713303, P.S.- Asansol (South), District - Paschim Bardhaman, West Bengal, India, represented by one of its Partner MR. SANJOY ROY S/o Chandra Nath Roy, i.e. the Developer / Second Party who is directly involved in the business of Real estate development having proper know how, manpower, finance & other resources. Relying on the representations of the Landowners, the Developer has decided to develop the said Property on the terms and conditions mentioned below.

AND WHEREAS with a view to enabling the said Firm to raise the said G+IV multistoried building it has become necessary for the said landowner's to execute one Registered Development & Construction Agreement & one Registered General Power of Attorney after Development & Construction Agreement for mutual convenience, appointing and constituting MR. SANJOY ROY S/o Chandra Nath Roy, representing the aforesaid LLP Firm in his capacity as Partner AND as the First Party's true & lawful attorney to exercise the following powers in connection with the schedule mentioned lands for the First Party and on his behalf in the matter of raising the said G+IV multistoried building on the schedule mentioned land.

HENCE one Registered Development & Construction Agreement being No.- I 230500232 for the year 2025, dated 15.01.2025 before the ADSR Office at Asansol & another separate Registered General Power of Attorney after Development & Construction Agreement being No.- I 230500308 for the year 2025, dated 15.01.2025 before the ADSR Office at Asansol is/are being executed by the present



Landowner/s namely Shri Bimal Roy in favour of his lawfully nominated & constituted Attorney 'RESIDENA HOUSING LLP.', a Limited Liability Partnership Firm, AND represented by one of its Partner MR. SANJOY ROY S/o Chandra Nath Roy, to oblivate any future complications & disputes regarding construction of the said Project.

Item 'B' :- That the property i.e. homestead land within District – Paschim Bardhaman (formerly District - Burdwan), P.S.- Asansol, comprised within Mouza – Mohishila, (previously J.L. No.- 025), Presently J.L. no.- 037, L.O.P. no.- 428, in or upon C.S. Plot no.- 79 (P) corresponding to R.S., L.R. Plot no.- 79/3423 & being 'Bastu' class of land measuring an area of 06 (six) kathas being Holding No.- 100/103, being Assessee no.- 3309302585588, within the ambits of Ward No.- 20 (old) 86 (new) of Asansol Municipal Corporation at 01 number Mohishila Colony, Asansol, originally belonged to one Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath of Asansol Govt. Colony No.- 01 who acquired it by virtue of a Lease Deed dated 23.10.1975, being Deed no.- 6870 for the year 1975 & which was later conferred absolute right, title & interest by way of Gift through Registered Indenture dated – 20.07.1988 being Deed no.- 1109 for the year 1988, duly noted In Book no.- I, Volume No.- II, Pages from 433 to 436 at the Office of Additional District Registrar of Burdwan at Asansol, executed by the Governor of the State of West Bengal as Donor; with the view that the Govt. of West Bengal with the intent to rehabilitate the Refugees displaced from East Pakistan now Bangladesh under the provisions of L.D.P. Act, 1948/L.A. Act I of 1894.

AND WHEREAS during his life time Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath possessed the said properties openly, peacefully and uninterruptedly without any objection from anybody & erected a residential building which was duly assessed in his name & recorded in the Assessment Register of Asansol Municipal Corporation being Holding No.- 100/103, being Assessee no.- 3309302585588, within the ambits of Ward No.- 20 (old) 86 (new) of Asansol Municipal Corporation at Purba Para, 01 number Mohishila Colony, Asansol.

AND WHEREAS while owning & possessing such property Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath mutated his name in the Record of Rights (R.O.R.) as "Raiyat" of S.D.L. & L.R.O. (E.P.-1) Asansol, Govt. of West Bengal being L.R. Khatian No.- 5687.

AND WHEREAS thereafter while owning and possessing the said property Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath died intestate and as a Hindu on 28.12.2010 at his own residence at 1 no. Mohishila Colony, and such fact had been duly noted in the Certificate of Death issued by Deputy Mayor, A.M.C., being Registration No.- 2010/02992, dated 28.12.2010, in Form 6, of Asansol Municipal Corporation, leaving behind his widow Smt. Anju Debnath and six (06) daughters Smt. Subhra Debnath Alias Subhra Chowdhury, Smt. Gouri Debnath Alias Gouri Das, Smt. Mithu Roy, Smt. Durga Debnath, Smt. Shikha Debnath Alias Shikha Debnath Chakraborty & Smt. Riya Sarkar as his only legal heirs and successors and none else to inherit the effects & estate of her husband & their father's in 1/7th shares each in accordance to the provision of Hindu Succession Act, 1956.

AND WHEREAS after the demise of Late Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath his legal heirs recorded & mutated their names, separately, in the L.R. Record of Rights as "Raiyat" of S.D.L. & L.R.O. (E.P.-1) Asansol, Govt. of West Bengal being L.R. Khatian nos.- 5822, 5820, 5821, 5825, 5826, 5824 & 5823 & THEREAFTER they sold, conveyed and transferred the same to "SIDDHIVINAYAKA REALTY LLP" a Limited Liability Partnership Firm, having its Regd. Office at - Ground Floor, Unit No.- 09, Vishnupriya I, Simultala, 01 No. Mohishila Colony, Asansol, P.O. Asansol, 713303, P.S. – Asansol South, District – Paschim Bardhaman, represented by one of its Partner SHRI AMIT KUMAR RAI, son of Shri Kailash Rai, i.e. this instant Landowner by virtue of Registered deed of Sale being deed no.- I 230505533 for the year 2021, dated- 30.07.2021, duly registered in Book no.- I, at A.D.S.R. Office Asansol for valuable consideration.



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AND WHEREAS the instant Landowner i.e. "SIDDHIVINAYAKA REALTY LLP" a Limited Liability Partnership Firm, above named, is absolutely seized and possessed of or otherwise well and sufficiently entitled to the property fully mentioned in the below mentioned schedule and have been openly, peacefully, uninterruptedly owning & possessing the same and subsequently recorded & mutated its name in the L.R. Record of Rights at the office of S.D.L. & L.R.O. (E.P.-1), Asansol in R.S. & L.R. Plot no.- 79/3423 appertaining to L.R. Khatian No.- 5986 within Mouza - MOHISHILA, J.L. no.- 037, Police Station- Asansol, Dist.- Paschim Bardhaman, measuring 09 (nine) decimal.

THEREFATER the Landowner i.e. "SIDDHIVINAYAKA REALTY LLP" a Limited Liability Partnership Firm applied and got Land Use Compatibility Certificate u/s 46 of the West Bengal Town & Country (Planning & Development) Act, 1979, from Asansol Durgapur Development Authority (ADDA), being Memo No :- ADDA/ASL/2024/000414, dated- 08.04.2024 AND subsequently got Conversion certificate as 'Commercial Bastu' being Conversion case no.- CN/2024/2305/993, vide Memo no.- 3055/ADM & DLRO/PAB/24, dated- 02.07.2024 & been paying khajna/ground rent ever since to the Government of West Bengal & got Sanctioned Building Plan from Asansol Municipal Corporation, being Building Permit No.- SWS-OBPAS/1101/2024/0952, dated- 28.11.2024.

AND WHEREAS the First Party intended to develop the schedule mentioned land for the G+IV multistoried building consisting of various residential units & garages contacted 'RESIDENA HOUSING LLP.' a Limited Liability Partnership Firm, having its Regd. Office at – Holding No. 619, G. Floor, Binapani Aptt., Simultala, Mohishila Colony, P.O.- Asansol, Pin - 713303, P.S.- Asansol (South), District - Paschim Bardhaman, West Bengal, India, represented by one of its Partner MR. SANJOY ROY S/o Chandra Nath Roy, i.e. the Developer / Second Party who is directly involved in the business of Real estate development having proper know how, manpower, finance & other resources. Relying on the representations of the Landowners, the Developer has decided to develop the said Property on the terms and conditions mentioned below.

AND WHEREAS with a view to enabling the said Firm to raise the said G+IV multistoried building it has become necessary for the said landowner's to execute one Registered Development & Construction Agreement & one Registered General Power of Attorney after Development & Construction Agreement for mutual convenience, appointing and constituting MR. SANJOY ROY S/o Chandra Nath Roy, representing the aforesaid LLP Firm in his capacity as Partner AND as the First Party's true & lawful attorney to exercise the following powers in connection with the schedule mentioned lands for the First Party and on his behalf in the matter of raising the said G+IV multistoried building on the schedule mentioned land.

HENCE one Registered Development & Construction Agreement being No.- I 230500234 for the year 2025, dated 15.01.2025 before the ADSR Office at Asansol & another separate Registered General Power of Attorney after Development & Construction Agreement being No.- I 230500305 for the year 2025, dated 15.01.2025 before the ADSR Office at Asansol is/are being executed by the present Landowner/s namely "SIDDHIVINAYAKA REALTY LLP" a Limited Liability Partnership Firm in favour of its lawfully nominated & constituted Attorney 'RESIDENA HOUSING LLP.', a Limited Liability Partnership Firm, AND represented by one of its Partner MR. SANJOY ROY S/o Chandra Nath Roy, to obliterate any future complications & disputes regarding construction of the said Project.

Item 'C' :- That the property i.e. homestead land within District - Paschim Bardhaman (formerly District - Burdwan), P.S.- Asansol, comprised within Mouza - Mohishila, (previously J.L. No.- 025), Presently J.L. no.- 037, L.O.P. no.- 420 (P), in or upon C.S. Plot no.- 79 (P) corresponding to R.S., L.R. Plot no.- 79/3417 measuring an area of 03 (three) katha 05 (five) chhatak within the ambits of Ward No.- 20 (old) 86 (new) of Asansol Municipal Corporation at Purbapara, 01 number Mohishila Colony, Asansol, originally belonged to Shri Uttam Ghosh, son of Late Rajendra Ghosh alias Rajendra Chandra Ghosh i.e. present Landowner of Asansol Govt. Colony No.- 01 who acquired it by virtue of a Registered Indenture being Deed no.- 0094 for the year 1997, dated – 09.01.1997 duly noted in Book no.- I, Volume No.- I, pages from 170 to 173 & duly registered at the Office of Additional District Registrar of Burdwan at Asansol which was executed by the Governor of the State of West Bengal as Donor; with the view that the Govt. of West Bengal with the intent to rehabilitate the Refugees



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displaced from East Pakistan now Bangladesh under the provisions of L.D.P. Act, 1948/L.A. Act I of 1894.

AND WHEREAS during his life time Shri Uttam Ghosh, i.e. the above named Landowner possessed the said properties openly, peacefully and uninterruptedly without any objection from anybody AND THEREAFTER recorded & mutated his name in the L.R. Record of Rights (R.O.R.) as 'Raiyat' of the Govt. of West Bengal being L.R. Khatian No.- 6100 within Mouza - Mohishila, (previously J.L. No.- 025), Presently J.L. no.- 037, L.O.P. no.- 420 (P), in or upon C.S. Plot no.- 79 (P) corresponding to R.S., L.R. Plot no.- 79/3417 measuring an area of 03 (three) katha 05 (five) chhatak & recorded in the L.R. Record of Rights as 05 (five) decimal.

AND WHEREAS in the circumstances mentioned above the instant Landowner above named is absolutely seized and possessed of or otherwise well and sufficiently entitled to the property fully mentioned in the below mentioned schedule and have been openly, peacefully, uninterruptedly owning & possessing the same.

THEREAFTER the Landowner i.e. Shri Uttam Ghosh applied and got Land Use Compatibility Certificate u/s 46 of the West Bengal Town & Country (Planning & Development) Act, 1979, from Asansol Durgapur Development Authority (ADDA), being Memo No : ADDA/ASL/2024/000414, dated- 08.04.2024 AND subsequently got Conversion certificate as Commercial Bastu being Conversion case no.- CN/2024/2305/191, vide Memo no.- 797/S.D.L. & L.R.O. (E.P.-1)/ Asn/24, dated- 15.04.2024 & been paid khajna/ground rent ever since to the Government of West Bengal & got Sanctioned Building Plan from Asansol Municipal Corporation, being Building Permit No.- SWS-OBPAS/1101/2024/0952, dated- 28.11.2024.

AND WHEREAS the Landowner i.e. Shri Uttam Ghosh intended to develop the schedule mentioned land for the G+IV multistoried building consisting of various residential units & garages contacted 'RESIDENA HOUSING LLP.' a Limited Liability Partnership Firm, having its Regd. Office at - Holding No. 619, G. Floor, Binapani Aptt., Simultala, Mohishila Colony, P.O.- Asansol, Pin - 713303, P.S.- Asansol (South), District - Paschim Bardhaman, West Bengal, India, represented by one of its Partner MR. SANJOY ROY S/o Chandra Nath Roy, i.e. the Developer / Second Party who is directly involved in the business of Real estate development having proper know how, manpower, finance & other resources. Relying on the representations of the Landowners, the Developer has decided to develop the said Property on the terms and conditions mentioned below.

AND WHEREAS with a view to enabling the said Firm to raise the said G+IV multistoried building it has become necessary for the said landowner's to execute one Registered Development & Construction Agreement & one Registered General Power of Attorney after Development & Construction Agreement for mutual convenience, appointing and constituting MR. SANJOY ROY S/o Chandra Nath Roy, representing the aforesaid LLP Firm in his capacity as Partner AND as the First Party's true & lawful attorney to exercise the following powers in connection with the schedule mentioned lands for the First Party and on his behalf in the matter of raising the said G+IV multistoried building on the schedule mentioned land.

HENCE one Registered Development & Construction Agreement being No.- I 230500233 for the year 2025, dated 15.01.2025 before the A.D.S.R. Office at Asansol & another separate Registered General Power of Attorney after Development & Construction Agreement being No.- I 230500309 for the year 2025, dated 15.01.2025 before the ADSR Office at Asansol is/are being executed by the present Landowner/s namely Shri Bimal Roy in favour of his lawfully nominated & constituted Attorney 'RESIDENA HOUSING LLP.', a Limited Liability Partnership Firm, AND represented by one of its Partner MR. SANJOY ROY S/o Chandra Nath Roy, to obviate any future complications & disputes regarding construction of the said Project.

Apropos 'RESIDENA HOUSING LLP.', a Limited Liability Partnership Firm is now the Attorney cum Developer of the properties of Bimal Roy, Uttam Ghosh & "SIDDHIVINAYAKA REALTY LLP" a Limited Liability Partnership Firm by dint of 03 (three) numbers of separate Registered Development & Construction Agreement/s being No.- I 230500232 for the year 2025, dated 15.01.2025 before the ADSR Office at Asansol; & I 230500233 for the year 2025, dated 15.01.2025 before the A.D.S.R. Office



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at Asansol; & I 230500234 for the year 2025, dated 15.01.2025 before the ADSR Office at Asansol, respectively; AND by dint of 03 (three) numbers of separate Registered General Power of Attorney after Development & Construction Agreement being No.- I 230500305 for the year 2025, dated 15.01.2025 before the ADSR Office at Asansol; & I 230500308 for the year 2025, dated 15.01.2025 before the ADSR Office at Asansol; & I 230500309 for the year 2025, dated 15.01.2025 before the ADSR Office at Asansol all of which is / are adjoined land/s of the other above said landed property in total measuring 18 (eighteen) Decimals (more or less) altogether being amalgamated & over which a G+IV multi-storied building named as "RESIDENA ENCLAVE Block A and B" shall be erected as per Plan sanctioned by Asansol Municipal Corporation, vide Building Permit No.- SWS-OBPAS/1101/2024/0952, dated- 28.11.2024, and said building/s, Tower/s, etc. shall consists of several commercial areas, shops, residential flats, 02 & 04 wheeler parking/s, etc., to be sold to the intending purchaser/s.

I Utsav Mukherjee Advocate certify that Sri/Smt./Messrs Bimal Roy, Uttam Ghosh & "SIDDHIVINAYAKA REALTY LLP" a Limited Liability Partnership Firm represented by their Attorney 'RESIDENA HOUSING LLP.', a Limited Liability Partnership Firm, AND represented by one of its Partner MR. SANJOY ROY S/o Chandra Nath Roy, has/have a valid clear, absolute, good, perfect and marketable title to the property/ies shown above and the title deed/s to the property concerned being original and not duplicate or fake and that after search made at registrar office and going through all the documents I am of the opinion that the said property under consideration is free from encumbrance/s.

1.1. This No Encumbrance Report (hereinafter referred to as "this Report") is based on scrutiny, search & perusal of the records and documents in respect of the Project Land (as defined hereinafter) as made available to me during the review and the searches carried out in the relevant Registration Office/s. This Report must be read in conjunction with and subject to the limitations, observations, restrictions, conditions, cautions and disclaimers mentioned at the appropriate places.

1.2 Save and except what has been mentioned herein, no other searches were performed or conducted by me in connection with the transaction specified herein.

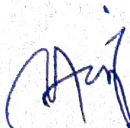
1.3 This Report has been prepared pursuant to the search exercise carried out in respect of the said Land in the relevant Registration Office/s and as per the records available to me.

1.4 While preparing this Report, I have assumed that copies of the documents provided to me (as mentioned herein below) are authentic and genuine.

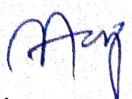
1.5. I disclaim all and any liability and responsibility and shall not be liable or responsible in any manner nor entertain any claim in respect of any cost, charges, loss, penalty or damage, consequential or other losses etc. resulting from or incurred or suffered by any person using this Report in any unauthorized manner or basing any action on it notwithstanding the cautions and limitations stated herein and at the appropriate places in this Report. It is made clear that I will not accept any responsibility or liability to the Client for any Information obtained for which I was not able to obtain independent verification.

Private & Confidential

Dated – 27.01.2025


UTSAV MUKHERJEE
ADVOCATE
ASANSOL COURT

Yours' faithfully,


Advocate
UTSAV MUKHERJEE
ADVOCATE
ASANSOL COURT