



## NO ENCUMBRANCE REPORT

### TO WHOM IT MAY CONCERN

**ITEM NO.- I :-** The landed property i.e. homestead within District of PASCHIM BARDHAMAN (formerly District - Burdwan), A.D.S.R. Office - Kulti, P.S.- Kulti, within Mouza - Badirchak, J.L. no.- 023, all that piece and parcel of vacant “commercial BASTU” class of land comprised in or upon R.S.,L.R. Plot no.- 364, appertaining to L.R. Khatian No.- 785, 786, 787 respectively, total area of land as recorded in the L.R. Record of Rights being 07 (seven) decimal (approx.), within the ambits of Borough no.- 10 & Ward No.- 064 (new) of Kulti Municipality / Asansol Municipal Corporation originally belonged to one Smt. Minati Pal wife of Sri Manoranjan Pal of Kulti, P.S. Kulti who while owning, enjoying & possessing the same sold conveyed & transferred to Jyoti Prakash Mishra, Satya Prakash Mishra, & Prem Prakash Mishra, All are sons of late Kripa Shankar Mishra, all are residents of – G.T Road, Hanuman Charai, Opposite Utsav Lodge, Asansol, Barakar, P.O.- Barakar, P.S. - Kulti, Pin – 713324, District - Paschim Bardhaman, West Bengal, India, on receipt of valuable consideration the same by dint of a registered Deed of Sale being no.- I 4504 for the year 1999 duly registered at the office of A.D.S.R. at Asansol, dated – 06.10.1999.

AND WHEREAS the above named Jyoti Prakash Mishra, Satya Prakash Mishra, & Prem Prakash Mishra, All are sons of late Kripa Shankar Mishra possessed the said properties openly, peacefully and uninterruptedly without any objection from anybody AND THEREAFTER recorded & mutated their names in the L.R. Record of Rights (R.O.R.) as ‘Raiyat’ of the Govt. of West Bengal being L.R. Khatian No.- 785, 786, 787 respectively within Mouza - Badirchak, J.L. no.- 023, P.S. – Kulti, in or upon R.S.,L.R. Plot no.- 364 measuring an area of 04 (four) kathas & recorded in the L.R. Record of Rights as 07 (seven) decimal more or less.

AND WHEREAS the Landowner i.e. Jyoti Prakash Mishra, Satya Prakash Mishra, & Prem Prakash Mishra, intended to develop the schedule mentioned land for the B+G+VII multi-storeyed building consisting of various residential units & garages contacted ‘RAYAN DEVELOPERS’ a Partnership Firm, within the meaning of Indian Partnership Act,1932, having its Regd. Office at – Holding No.- 7/7/3N, Ward no.- 61, Kultora, Neamatpur, P.O.- Sitarampur, P.S. – Kulti, Pin – 713359, District - Paschim Bardhaman, West Bengal, India, represented by two of its named Partners namely (01) RAYAN CHAKRABORTY S/o Sri Sushanta Chakraborty, & (02) PRASANTA CHAKRABORTY, son of Ganesh Chakraborty, both are resident of – Village - Kultora, P.O.- Sitarampur, P.S. – Kulti, Pin – 713359, District - Paschim Bardhaman, West Bengal, India, 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 B+G+VII multi-storeyed 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 (01) RAYAN CHAKRABORTY S/o Sri Sushanta Chakraborty, & (02) PRASANTA CHAKRABORTY, son of Ganesh Chakraborty, representing the aforesaid Partnership Firm, in their 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 B+G+VII multi-storeyed building on the schedule mentioned land.

HENCE one Registered Development & Construction Agreement being No.- I 232401093 for the year 2025, dated – 21.03.2025 before the ADSR Office at Kulti & another separate Registered General Power of Attorney after Development & Construction Agreement being No.- I 232401134 for the year 2025, dated – 21.03.2025 before the ADSR Office at Kulti is/are being executed by the present Landowners namely Jyoti Prakash Mishra, Satya Prakash Mishra, & Prem Prakash Mishra in favour of their lawfully nominated & constituted Attorney 'RAYAN DEVELOPERS' a Partnership Firm, AND represented by two of its named Partners namely (01) RAYAN CHAKRABORTY S/o Sri Sushanta Chakraborty, & (02) PRASANTA CHAKRABORTY, son of Ganesh Chakraborty, to oblivate any future complications & disputes regarding construction of the said Project.

**ITEM NO.- II :-** That the property i.e. homestead land within District of PASCHIM BARDHAMAN (formerly District - Burdwan), A.D.S.R. Office - Kulti, P.S.- Kulti, within Mouza - Badirchak, J.L. no.- 023, all that piece and parcel of vacant "commercial BASTU" class of land comprised in or upon R.S.,L.R. Plot no.- 364, appertaining to L.R. Khatian No. 2260, total area of land as recorded in the L.R. Record of Rights being 28 (twenty eight) decimal (approx.), within the ambits of Borough no.- 10 & Ward No.- 064 (new) of Kulti Municipality / Asansol Municipal Corporation originally belonged to one Shri Kishore Patel & Shri Ramnik Patel both are S/o Rajaram Patel of Neamatpur, P.S. Kulti who while owning, enjoying & possessing the same sold conveyed & transferred to Rini Das Chakraborty, daughter of Late Rabindranath Das alias Rabin Das, wife of Sri Sushanta Chakraborty, presently Resident of - Kultora, P.O:- Sitarampur, P.S:- Kulti, District:- Paschim Bardhaman, Pin:- 713359, West Bengal on receipt of valuable consideration the same by dint of a registered Deed of Sale being no.- I 232403905 for the year 2021, dated – 25.10.2021, duly registered in Book no:- I, Volume No:- 2324 – 2021, Page from 88755 to 88773, at A.D.S.R. Office Kulti.

AND WHEREAS the above named Rini Das Chakraborty, daughter of Late Rabindranath Das alias Rabin Das, wife of Sri Sushanta Chakraborty, possessed the said properties openly, peacefully and



uninterruptedly without any objection from anybody AND THEREAFTER recorded & mutated her name in the L.R. Record of Rights (R.O.R.) as 'Raiyat' of the Govt. of West Bengal being L.R. Khatian No.- 2260 within Mouza - Badirchak, J.L. no.- 023, P.S. – Kulti, in or upon R.S.,L.R. Plot no.- 364 measuring an area of 28 (twenty eight) decimal.

AND WHEREAS the Landowner i.e. Rini Das Chakraborty, intended to develop the schedule mentioned land for the B+G+VII multi-storeyed building consisting of various residential units & garages contacted 'RAYAN DEVELOPERS' a Partnership Firm, within the meaning of Indian Partnership Act,1932, having its Regd. Office at – Holding No.- 7/7/3N, Ward no.- 61, Kultora, Neamatpur, P.O.- Sitarampur, P.S. – Kulti, Pin – 713359, District - Paschim Bardhaman, West Bengal, India, represented by two of its named Partners namely (01) RAYAN CHAKRABORTY S/o Sri Sushanta Chakraborty, & (02) PRASANTA CHAKRABORTY, son of Ganesh Chakraborty, both are resident of – Village - Kultora, P.O.- Sitarampur, P.S. – Kulti, Pin – 713359, District - Paschim Bardhaman, West Bengal, India, 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 B+G+VII multi-storeyed 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 (01) RAYAN CHAKRABORTY S/o Sri Sushanta Chakraborty, & (02) PRASANTA CHAKRABORTY, son of Ganesh Chakraborty, representing the aforesaid Partnership Firm, in their 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 B+G+VII multi-storeyed building on the schedule mentioned land.

HENCE one Registered Development & Construction Agreement being No.- I 232401093 for the year 2025, dated – 21.03.2025 before the ADSR Office at Kulti & another separate Registered General Power of Attorney after Development & Construction Agreement being No.- I 232401134 for the year 2025, dated – 21.03.2025 before the ADSR Office at Kulti is/are being executed by the present Landowners namely Rini Das Chakraborty in favour of her lawfully nominated & constituted Attorney 'RAYAN DEVELOPERS' a Partnership Firm, AND represented by two of its named Partners namely (01) RAYAN CHAKRABORTY S/o Sri Sushanta Chakraborty, & (02) PRASANTA CHAKRABORTY, son of Ganesh Chakraborty, to oblivate any future complications & disputes regarding construction of the said Project.



THEREFATER the Landowner i.e. Jyoti Prakash Mishra, Satya Prakash Mishra, Prem Prakash Mishra & Rini Das Chakraborty applied and got

- A. LUC Certificate u/s 46 of the West Bengal Town & Country (Panning & Development) Act, 1979 from Asansol Durgapur Development Authority (in short ADDA) vide being Memo No : ADDA/ASL/2024/001363, dated - 01.08.2024;
- B. Got Conversion Certificate/s about changing the character of land to 'Commercial Bastu' has been obtained in favor of instant First Party / Land Owner members vide :- (i) Conversion case no.- CN/2024/2308/481, vide Memo no.- 955/BLRO/ Kulti/ 2024, dated- 11.09.2024; (ii) Conversion case no.- CN/2024/2308/480, vide Memo no.- 1031/BLRO/ Kulti/ 2024, dated- 25.09.2024; (iii) Conversion case no.- CN/2024/2308/482, vide Memo no.- 1030/BLRO/ Kulti/ 2024, dated- 25.09.2024; & (iv) Conversion case no.- CN/2024/2308/478, vide Memo no.- 809/SDLRO/ ASL/24, dated- 19.09.2024 respectively
- C. Got Fire Safety Recommendation being Memo – FSR / 211862406300001531, dated – 19.06.2024, from Office of Divisional Fire Officer, Govt. of West Bengal;
- D. Paid khajna/ground rent ever since to the Government of West Bengal;
- E. Got Sanctioned Building Plan from Asansol Municipal Corporation, being Building Permit No.- SWS-OBPAS/1101/2024/1509, dated- 17.03.2025.

Apropos 'RAYAN DEVELOPERS' a Partnership Firm, AND represented by two of its named Partners namely (01) RAYAN CHAKRABORTY S/o Sri Sushanta Chakraborty, & (02) PRASANTA CHAKRABORTY, son of Ganesh Chakraborty, by dint of 01 (One) numbers of Registered Development & Construction Agreement being No.- I 232401093 for the year 2025, dated – 21.03.2025 before the ADSR Office at Kulti AND by dint of 01 (One) numbers of Registered General Power of Attorney after Development & Construction Agreement being No.- I 232401134 for the year 2025, dated – 21.03.2025 before the ADSR Office at Kulti all of which is / are adjoined land/s of the other above said landed property in total measuring 35 (Thirty Five) Decimals (more or less) altogether being amalgamated & over which a B+G+VII multi-storeyed building/Project namely "GALAXY APARTMENT" shall be erected as per Plan sanctioned by Asansol Municipal Corporation, vide Building Permit No.- SWS-OBPAS/1101/2024/1509, dated- 17.03.2025 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.

# Utsav Mukherjee

ADVOCATE

B.A. (Hons.), LL.B., LL.M.



ADVOCATE

## Professional Address :-

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

I Utsav Mukherjee Advocate certify that Sri/Smt./Messrs Jyoti Prakash Mishra, Satya Prakash Mishra, Prem Prakash Mishra & Rini Das Chakraborty represented by their Attorney 'RAYAN DEVELOPERS' a Partnership Firm, AND represented by two of its named Partners namely (01) RAYAN CHAKRABORTY S/o Sri Sushanta Chakraborty, & (02) PRASANTA CHAKRABORTY, 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 yet to be constructed is free from encumbrance/s.

## DISCLAIMER :-

1.1. This No Encumbrance Report (hereinafter referred to as "this Report") from page 01 to 05 above 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 & Asansol District Court Searching. 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**

Thanking You.

With Regards,

Advocate

**UTSAV MUKHERJEE**  
**ADVOCATE**  
**ASANSOL COURT**

Advocate