

AMITABHA RAY
ADVOCATE

Alipore Judge's and Criminal Court
Bar Association Room No. 1
Kolkata - 700027.

NO ENCUMBRANCE CERTIFICATE

Ref:-

ALL That piece and parcel of Bastu Land at present physical measurement available area 3 cottachs 02 chittaks 07 Sq.Ft more or less Together with A (proposed) New G+3 Storied Building namely "ANUSHUA APARTMENT" Standing thereon lying and situated at Mouza - Brahmapur, J.L No. 48, R.S No. 169, Touzi No. 60, Pargana - Magura, comprised in C.S Dag No. 567, R.S Dag No. 28 & 38, Under R.S Khatian No. 707 & 515, being KMC Premises No. 503, Brahmapur Road, under KMC Ward No. 112 vide KMC Assessee No. 31-112-07-0503-2, P.S - Regent Park now Bansdroni, Kolkata - 700096

1).SRI SANTOSH KUMAR SHAW, son of Late Mahabir Shaw, 2) SMT RINA SHAW, wife of Sri Santosh Kumar Shaw both are residing at 140/1, Lenin Sarani, P.O Dharmatala, P.S - Muchipara, Kolkata - 700013, in the District Kolkata, hereinafter called and referred to as the LAND OWNERS

CREATIVE CONSTRUCTION, a Partnership Firm having its PAN AAMFC0507A, having its registered office at 2/1, Khanpur Road, P.O - Naktala, P.S-Netaji Nagar, Kolkata - 700047, being represented by its partners namely 1) SRI DIPAK SAHA, son of Late Gopi Ballav Saha, having his PAN- BWFPS1342R, AADHAR No.- 3758-3022-1461, 2) SRI SUPRIYO SAHA, son of Sri Dipak Saha, having his PAN - BYWPS4036H, AADHAR NO. -5358-9468-8558, both are by Faith - Hindu, by Occupation - Business, by Nationality - Indian, both are residing at 2/1, Khanpur Road, P.O - Naktala, P.S-Netaji Nagar, Kolkata - 700047, in the District South 24 Parganas., hereinafter called and referred to as the DEVELOPER,

1. ALL THAT piece and parcel of Bastu Land measuring more or less 3 cottachs 2 Chittaks 18 Sq.Ft be the same a little more or less (i.e land area 2 cottachs 10 chittaks 41 Sq.Ft) in R.S Dag No. 38 & Land area 0 Cottach 7 Chittaks 22 Sq.Ft in R.S Dag No. 28) under the C.S Khatian no. 567, corresponding to the R.S Khatian No. 707 & 515, at Mouza - Brahmapur, J.L No. 48, R.S No. 169, Touzi No. 60, Pargana - Magura, lying with the local limits of the present the Kolkata Municipal Corporation in being which known and numbered as its KMC Premises No. 503, Brahmapur Road, Under KMC Ward No. 112, KMC Assessee No. 31-112-07-0503-2, P.S - Regent Park now Bansdroni, Kolkata -

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- 700096, under A.D.S.R.O Alipore, District South 24 Parganas, together with Tiled Shed Residential structure having an area 100 Sq.Ft more or less of cemented floor standing on or upon the aforesaid landed property, situated and lying with all easement right, title, interest, possession and all ingress and egress rights over and through beside 16.60 Sq.Ft wide road thereon, the landed property morefully mentioned, hereinafter called and also referred to as the **SAID PROPERTY**. belonging to the recorded properties of one **saila Bala Arnab** allotted her land property and such recorded in respective names free from all sorts of the encumbrances.
2. Then the said **Saila Bala Arnab** and others through a **Deed of Sale registered with the Office of the S.R.O Alipore in the year 1949 and recorded in its Book – I, volume No. 37, Pages from 214 to 224, Being No. 1918,** wherein the said **Saila Bala Arnab** and others sold the landed properties i.e i) land area of 8 chittaks 0 Sq.Ft more or less in C.S Dag & R.S Dag no 28, ii) Land Area of 3 Cottachs 15 Chittaks 25 Sq.Ft more or less in the C.S Dag & R.S Dag No. 38, with all easement right, title, interest, possession and profits thereon to and unto and in favour of **One Smt Shanti Lata Paul w/o Dr. S.H.Paul** forever free from all sorts of encumbrances:-
3. **Smt. Shanti Lata Paul** due to her shortage of fund taken a loan by mortgaged the such purchased landed property along with its structure from the said **Saila Bala Aranab** and the said Smt. Shanti Lata Paul duly **executed and registered a Mortgaged Deed in favour of the said Saila Bala Aranab and others on 12/04/1949** and duly registered with the said **Sadar – Sub Registry office at Alipore, in Book – I, volume No. 40, pages from 92 to 100 Being no. 1919 for the year 1949.**
4. Thereafter on payment of full Loan money in connection with the such mortgage of the stated property, the within named **Saila Bala Arnab** and others duly executed and registered a **Released deed in favour of the said Smt Shanti Lata Paul and such Release deed duly registered on 10/12/1958, registered in the sub registry Office at Alipore and recorded in Book – I, Volume No. 164, pages from 251 to 254. Being No. 10166 for the year 1958,** and thereby released the such landed property along with the structure in favour of the said **Smt Shanti Lata Paul** forever free from all sorts of encumbrances for free enjoyment, occupation and possession thereof.



ITABHA RAY

ADVOCATE

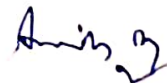
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Kolkata – 700027.

5. as such the within name **Smt Shanti Lata Paul** was in sole and absolute possession over and upon her such the total purchased landed property measuring an area of 3 cottachs 15 chittaks 25 Sq.Ft more or less, and on its physical measurement which became the physical land area 3 cottachs 2 chittaks 18 Sq.Ft more or less free from all sorts of encumbrances and on 12/12/1981 through a deed of sale, executed and registered by the said Smt. Shanti Lata Paul, with the Office of the Registrar of Assurance Calcutta and recorded in its Book – I, volume No. 440, pages from 78 to 90, Being No. 10238 for the year 1981, absolutely sold the said physical land area of 3 cottachs 2 chittaks 18 Sq.Ft more or less along with the tile shed Structure area of 130 Sq.Ft more or less to and unto Smt Minu Chowdhury, w/o Sri Ashok Chowdhury of 1/1/C, Telipara Lane, P.S – Shyampukur, Calcutta – 700004 absolutely forever and free from all sorts of encumbrances.
6. Smt Minu Chowdhury after such purchase she as vendor through a Bengali Sale Deed DATED ON 17.08.1995 Corresponding to the Bengali dated 31st day of Sravan, 1402 B.S the said sale deed duly executed and registered with the office of the A.D.S.R at Alipore South 24 Parganas, and kept recorded in its Book – I, Volume No. 54, Pages 340 to 351, Being No. 2026 for the year 1995, sold, conveyed, transferred the said land an area of 3 cottachs 2 chittaks 18 Sq.Ft unto Sri Probir Kumar Rakshit free from all sorts of encumbrances
7. after purchase the said land thus the said Probir Kumar Rakshit he duly mutated his name in the records of the Kolkata Municipal Corporation and the said property has been Known and Numbered as KMC Premises No. 503, Brahmapur Road, Under Ward No. 112, vide KMC Assessee No.,31-112-07-0503-2, Borough XI, P.S – Regent Park now Bansdrani, Kolkata -700096 Since then he was rightfully seized possessed and enjoyed his every right title and interest of the said Land without any hindrance and free from all sorts of encumbrances.
8. said Probir Kumar Rakshit while seized and possessed the aforesaid landed property due to urgent need of money he absolute sold transferred and conveyed **ALL That piece and parcel of bastu Land measuring more or less 3 Cottachs 2 chittaks 18 Sq.Ft more or less** out of which i) land area of 2 cottachs 10 Chittaks 41 Sq.ft more or less in the R.S dag No. 38, Under R.S Khatian No. 707 and ii) Land area 0 Cottachs 7 Chittaks 22 Sq.Ft more or less in the R.S Dag No. 28, under R.S Khatian No. 515, which is with in C.S Dag No. 567 of Mouza – Brahmapur, J.L No. 48, R.S No. 169, Touzi No. 60, Pargana – Magura, lying and situated at KMC Premises No. 503, Brahmapur Road, under KMC Ward No. 112

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vide KMC Assessee No. 31-112-07-0503-2 , P.S – Regent Park now Bansdrani, Kolkata - 700096 by virtue of a registered deed of sale which was duly registered in the office of the A.D.S.R at Alipore and recorded in Book- I, Volume No. – 26, pages from 3706 to 3724 Being No. 06288 for the year 2014 unto and in favour of 1.SHRI SANTOSH KUMAR SHAW, son of Late Mahabir Shaw, 2) SMT RINA SHAW, wife of Sri Santosh Kumar Shaw, having her Pan – ALLPS1865R, by Occupation – Housewife, both are by Faith – Hindu, by Nationality- Indian, both are residing at 140/1, Lenin Sarani, P.O – Dharmatala, P.S – Muchi Para, Kolkata – 700013, in the District Kolkata, The present owner herein

9. the Land Owners after such purchase they became the joint lawful owners of ALL That piece and parcel of Bastu Land measuring more or less 3 Cottachs 2 chittaks 18 Sq.Ft more or less out of which i) land area of 2 cottachs 10 Chittaks 41 Sq.Ft more or less in the R.S dag No. 38, Under R.S Khatian No. 707 and ii) Land area 0 Cottachs 7 Chittaks 22 Sq.Ft more or less in the R.S Dag No. 28, under R.S Khatian No. 515, which is with in C.S Dag No. 567, at present physical measurement available area 3 cottachs 02 chittaks 07 Sq.Ft of Mouza – Brahmapur, J.L No. 48, R.S No. 169, Touzi No. 60, Pargana – Magura, lying and situated at KMC Premises No. 503, Brahmapur Road, under KMC Ward No. 112 vide KMC Assessee No. 31-112-07-0503-2 , P.S – Regent Park now Bansdrani, Kolkata - 700096 after that the present owner/ first party herein duly mutated their names in the records of the Kolkata Municipal Corporation and the said property has been known and numbered as KMC Premises No. 503, Brahmapur Road, under KMC Ward No. 112 , since then they had been paying their all corporation taxes rent rates all other outgoings to the KMC regularly vide KMC Assessee No. 31-112-07-0503-2, P.S – Regent Park now Bansdrani. . Kolkata - 700096 Hereinafter called the “Said Land” and since then they had Enjoy the property without any hindrance and paying their all dues rent and taxes regularly to the KMC in the District South 24 Parganas. More fully and particularly described in the schedule hereunder written and the Owners hereto jointly seized possessed and enjoying all rights, title and interest of the said land with structure free from all sorts of encumbrances, charges, liens, trust, attachments, whatsoever or howsoever.
10. the OWNERS with a view to develop the said land of G+3 Storied Building has executed a Registered development agreement with CREATIVE CONSTRUCTION, a Partnership having its registered office at 2/1, Khanpur Road, P.O – Naktala, P.S-Netaji Nagar,



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ADVOCATE

Senior Judge's and Criminal Court
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Kolkata - 700047, being represented by its partners namely 1) SRI DIPAK SAHA, son of Late Gopi Ballav Saha, and , 2) SRI SUPRIYO SAHA, son of Sri Dipak Saha, both are residing at 2/1, Khanpur Road, P.O - Naktala, P.S-Netaji Nagar, Kolkata - 700047, in the District South 24 Parganas .hereinafter called and referred to as the DEVELOPER, which was registered in the office of the D.S.R I Alipore and recorded in Book - I, Volume No. 1601-2022 pages from 141 to 180 , Being No 1601 03101 for the year 2022..

11. AND WHEREAS The OWNERS has also executed a Development Power of Attorney in favour of 1) SRI DIPAK SAHA, son of Late Gopi Ballav Saha, and , 2) SRI SUPRIYO SAHA, son of Sri Dipak Saha, being partners of CREATIVE CONSTRUCTION, a Partnership having its registered office at 2/1, Khanpur Road, P.O - Naktala, P.S-Netaji Nagar, Kolkata - 700047, which was duly registered in the Office of the .D.S.R I at Alipore and the and the same was recorded in Book - I, Volume No. 1601-2022, pages from 181 to 207, being No. 1601 03104 for the year 2022 empowering them to sell developer's Allocation

12. Then the developer to full fill the obligation in pursuance to the above with a view to develop the land by making a suitable G+3 Storied building from the KMC has sanctioned the building plan in respect of the land of KMC Premises No. 503, Brahmapur Road, P.S - Bansdroni, Kolkata - 700096, under ward No. 112, Borough XI, vide building permit No.2022110338 dated 24.11.2022, for the consideration and on the terms and conditions hereinafter appearing to which the Developer have agreed to do so on the terms and conditions

That the aforementioned reference Land has not been leased mortgage, hypothecate and neither any suit/s or case are pending or ongoing, and or any requisition/ acquisition is not imposed, the land is free, good, clear and fair marketable title and free from all encumbrances.

AMITABHA RAY

Amitabha Ray
Advocate

Alipore Police Court
Kolkata-700027, WB/236/1984

No. REGN CC 501595

Receipt for Fees Deposited for Search or Inspection

1. Serial Number of application..... 44625
2. Date of application 12/9/25
3. Search for the year (s) 1880
4. Name of office to which the record to be searched or inspected relates Rn
5. Name of person or property to be searched J
6. Nature of document n
7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document) 503 Brahmapur
Rn
8. From whom received T. P. Ray
9. Fees paid under Article —
F (1) (i) 207
F (2) (ii)
F (2)

Registrar of

No. REGN CC 524806

Receipt for Fees Deposited for Search or Inspection

1. Serial Number of application..... 18906
2. Date of application 15/9/95
3. Search for the year (s) 1990 - 2025
4. Name of office to which the record to be searched or inspected relates
 D/R + S/R Aizawl
5. Name of person or property to be searched 503, Brahmapur Rd
 P.S. - Bamsaromi
6. Nature of document
7. Particulars of record to be inspected (year, number, book, volume and page in
 the case of registered document) II
 Sale
- From whom received T. P. NASKAR
- Fees paid under Article — 40/7

(1) (i)

(2) (ii)

(2)



Ref Proc:- 503, Brahmapur, Road
P.S - Regentpark, New Bandroni
W-112, KOL-96,

R- (I-V) Alipore

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I - Dec I - 02094/22 (3K 2ch 6.95 salt)
I - K.M.C. Gift I - 2095/22 (26-92 salt)
I - Dev - Agreement I - 03101/22 (3K 2ch 7 salt)
I - Dev - Power I - 3104/22 (DO)

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A.D.S.R - Akpore

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Nil

Dec I - 01279 / 22 (3R 2046.95 left)
K.M.C. Gift I - 01275 / 22 (3.756 left)

Nil

R.D - (I - IV) Kolkata

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