Adv. Prasun Kumar Bandyopadhyay

Bankura District & Sessions Judges' Court P.S. & P.O. Bankura, Dist. Bankura Contact No: 94741 43649 03242 258954

Residence cum Chamber Natunchati, BBD Nazar, (Panchbaza) P.O. Kendvadibi, Dist. Bankura.

Ret	no	

Date - 13.06.2025

Sub:- Non Encumbrances Certificate.

Ref:- Land developing by the developer 'Shree Builders'.

ALL THAT the piece and parcel of land measuring 42 decimal land in plot no. 208, 22 decimal land in plot no. 209, 17 decimal land in plot no. 210 and 22 decimal land in LR plot no. 212/707 as recorded in LR ror being no. 2219 of Sanbandha Mouza having JL no. 210 under P.S. & Dist -Bankura – which is appertain to Development Agreement registered at office of DSR, Bankura being no. 010106732 of the year 2022 earmarked for construction of multistoried apartment building consisting numbers of blocks each block of which should contain numbers of self contain units habitable separately from each other. On considering documents I have found that, out of land appertain to Development agreement registered at office of DSR, Bankura being no. 010106732 of the year 2022, Gobardhan Mondal was erstwhile owner of entire sixteen annas share equal to 56 decimal land in plot no. 208 of Sanbanda Mouza having JL no. 210 under P.S. & Dist - Bankura. Gobordhan Mondal during his enjoyment and possession transferred his entire 56 decimal land in plot no. 208 to Goutam Gorai & Uma Rani Gorai through deed of sale registered at office of DSR, Bankura being no. 1406 of the year 1994. Uma Rani Gorai and Goutam Gorai after acquisition of title started to hold and possess the same as absolute owner. On the other hand Narayan Chandra Mondal, Somnath Mondal, Raghunath Mondal, Loknath Mondal, Alok Mondal, Churabala Mondal & Parbati Mondal was erstwhile owner of 22 decimal land in plot no. 209 and 17 decimal land in plot no. 210 of Sanbanda Mouza having JL no. 210 under P.S. & Dist - Bankura. Amongst them Narayan Chandra Mondal, Somnath Mondal, Raghunath Mondal, Loknath Mondal, Alok Mondal & Churabala Mondal transferred their portion to Basanta Gorai through Parbati Mondal transferred transferred the same to Basanta Gorai through deed of sale registered at office of DSR, Bankura being no. 3657 of the year 1992 and Parbati Mondal transferred her interest to Basanta Gorai through deed of sale registered at office of ADSR, Bankura being no. 1494 of the year 2006. Thereby Basanta Gorai become owner of entire sixteen annas share equal to 22 decimal land in plot no. 209 and 17 decimal land in plot no. 210 of Sanbanda Mouza having JL no. 210 under P.S. & Dist - Bankura. The rest 22 decimal land in plot no. 212/707 as involved in the previously stated development agreement was previously belonged to Sastipada Mondal. He during his enjoyment and possession transferred his entire 22 decimal to Basanta Gorai through deed of sale registered at office of DSR, Bankura being no. 6668 of the year 1989; Thereby through above referred deeds Goutam Gorai & Uma Rani Gorai acquired title of 56 decimal land i.e. entire share of plot no. 208 and Basanta Gorai acquired title of 22 decimal land i.e. entire share of plot no. 209, 17 decimal land i.e. entire share of plot no. 210 and 22 decimal land i.e. entire share of plot no. 212/707. They during their enjoyment and possession transferred their entire 56 decimal land of plot no. 208, 22 decimal land of plot no. 209, 17 decimal land of plot no. 210 and 22 decimal land of plot no. 212/707 to the present owner Ramprasad Adhikari, Son of - Parimal Adhikari through deed of sale registered at office of Additional Registrarar of Assurance - III, Kolkata being no. 00463 of the year 2013. The LR ror being no. 2219 of Sanbanda Mouza having JL no. 210 under P.S. & Dist - Bankura prepared accordingly in the name of Ramprasad Adhikariy. Mutation entries primafcie proof of possession. Thereby I am of consideration that Ramprasad Adhikari since from acquiring title started to hold and possess the land appertain to the deed. He during his enjoyment and possession with intention to develop the land by constructing multistoried apartment building upon the land entered into

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Development agreement with the Partnership Firm Shree Builders. The Development Agreement registered at office of DSR, Bankura being no. 010104345 of the year 2021. Subsequently, development POA was executed and registered accordingly. Subsequently said Development Agreement and POA the parties mutually agreed to modify the terms and conditions and accordingly revoked the said development agreement and POA through Deed of revokation registered at office of DSR, Bankura being no. 010106728 of the year 2022 and entered into fresh Development agreement setting mutually agreed terms and conditions. The development Agreement registered at office of DSR, Bankura being no. 010106732 of the year 2022. Subsequent to execution and registration and development agreement the owner executed the development POA in favour of developer conferring power to sale the developer's allocated portion. The development POA registered at office of DSR, Bankura being no. 010106837 of the year 2022. The land earmarked for construction of apartment building consisting numbers of blocks, each blocks of which consist numbers of self contain units habitable separately from each other. Upon the land two blocks already constructed by sanctioning plan from competent authority. Now the plan for block 03 sanctioned and construction is ongoing strictly complying sanction plan. I have perused the report obtained through online and found that till date no suit filed or pending for or against the present owner or developer disputing title, possession and construction. Thereby I am of consideration title and possession of the present owner over and upon the land appertain to Development agreement registered at office of DSR, Bankura being no. 010106732 of the year 2022 is undisputed and settled and the construction going on through developer is undisputed. In course of my search at registry office I have found that one registered mortgage created in respect of the at State Bank of India for the ongoing project. Till the date of my report I have not found any default in payment of installments of the loan. Save and except the mortgage created in favour of State Bank of India for the purpose of the project, I have not found any other encumbrances, charges and lien of the land and ongoing construction. Thereby I do hereby certifying that, the property appertain to Development agreement registered at office of DSR, Bankura being no. 010106732 of the year 2022 earmarked for the purpose of the project developing by 'Shree Builders' is undisputed and settled.

SCHEDULE OF LAND

ALL THAT the piece and parcel of land measuring 42 decimal land in plot no. 208, 22 decimal land in plot no. 209, 17 decimal land in plot no. 210 and 22 decimal land in LR plot no. 212/707 as recorded in LR ror being no. 2219 of Sanbandha Mouza having JL no. 210 under P.S. & Dist – Bankura – which is appertain to Development Agreement registered at office of DSR, Bankura being no. 010106732 of the year 2022.

Process Author Philippine dispay

Advocate

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