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Professional Address :-

Shanti Niwas Apartment, Ground Floor,
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NO ENCUMBRANCE REPORT

TO WHOM IT MAY CONCERN

PROPERTY :- The property i.e. homestead land within District of Paschim Bardhaman, A.D.S.R. Office - Asansol, P.S. Asansol South, **Mouza – ASANSOL, J.L. No. 035**, & under the local limits of Ward no.- 086 (NEW) of Asansol Municipal Corporation, all that piece and parcel of "Bastu" class of land measuring an area of **07 (SEVEN) katha**, comprised in or upon **L.O.P. No.- 541** appertaining to C.S. Plot No.- 282 (P) corresponding to **R.S. Plot no.- 1591** corresponding to **L.R. Plot No.- 1797** appertains to **L.R. Khatian no.- 6712, 6711, 6710, 6715, 6713 & 6714** alongwith all hereditaments & easement rights at – 01 no. Mohishila Colony BL-3, By Lane-1, Near Water Tank, Asansol - 713303.

WHEREAS Shri Pradipta Sarkar, son of Late Ranjit Kumar Sarkar @ Ranjit Sarkar, is the absolute owner & possessor of the above mentioned property measuring 2.5 katha equivalent to 04 decimal, comprised in or upon L.O.P. No.- 541 appertaining to C.S. Plot No.- 282 (P) corresponding to **R.S. Plot no.- 1591** corresponding to **L.R. Plot No.- 1797** within Mouza - ASANSOL, J.L. no.- 035 (previously J.L. No.- 024), Police Station- Asansol (South), Dist. Paschim Bardhaman (previously District - Burdwan) which he acquired by virtue of a Gift Deed executed by the Governor of the State of West Bengal on 04.11.1996 which stands registered as Deed No.- **0299 for the year 1996**, duly noted in Book no.- I, Volume no.- I, Page from 48 to 51 and registered in the office of the Additional Dist. Registrar of Burdwan at Asansol and since such gift he has been owning & possessing the schedule mentioned property openly, peacefully & uninterruptedly.

THAT the fact of such ownership & possession has been duly recorded & mutated in the L.R. Record of Rights as 'Raiyat' being **L.R. Khatian no.- 6715** & he has been paying Ground rent / Khajna upto 1430 Bengali Year to the Govt. of West Bengal through the land Revenue Department.

SUBSEQUENTLY Shri Pradipta Sarkar, son of Late Ranjit Kumar Sarkar @ Ranjit Sarkar, is interested to execute & grant development Agreement & General power over **01 (one) katha** of land out of the total land measuring 2.5 katha comprised in or upon L.O.P. No.- 541 appertaining to C.S. Plot No.- 282 (P) corresponding to **R.S. Plot no.- 1591** corresponding to **L.R. Plot No.- 1797** appertains to **L.R. Khatian no.- 6715** within Mouza - ASANSOL, J.L. no.- 035 (previously J.L. No.- 024), Police Station- Asansol (South), Dist.- Paschim Bardhaman (previously District - Burdwan) & on the rest of the property he has his residential pucca house.

AND WHEREAS one Ranjit Kumar Sarkar @ Ranjit Sarkar (since deceased), Shri Swapan Kumar Sarkar & Shri Ashok Sarkar @ Asok Sarkar, all sons of Late Birendra Nath Sarkar, jointly & severally are the absolute owner & possessor of the above mentioned property measuring **06 katha** comprised in or upon L.O.P. No.- 541 appertaining to C.S. Plot No.- 282 (P) corresponding to **R.S. Plot no.- 1591** corresponding to **L.R. Plot No.- 1797** within Mouza - ASANSOL, J.L. no.- 035 (previously J.L. No.- 024), Police Station- Asansol (South), Dist.- Paschim Bardhaman (previously District - Burdwan) which they jointly & severally acquired by virtue of a Gift Deed executed by the Governor of the State of West Bengal on 19.07.2002 which stands registered



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as Deed No.- **0011** for the year **2002**, duly noted in Book no.- I, Volume no.- I, Page from 41 to 44 and registered in the office of the Additional Dist. Sub Registrar Asansol and since such gift they have been owning & possessing the above mentioned property openly, peacefully & uninterruptedly.

AND WHEREAS while owning & possessing his share in the said property Ranjit Kumar Sarkar @ Ranjit Sarkar AND his wife Nita Sarkar expired on 25.08.2014 & 22.02.2021 respectively as per certificate of death bearing registration No.- 2014 / 02322, dated – 03.09.2014 & 001131 / 2020, dated – 31.12.2020 respectively of Asansol Municipal Corporation leaving behind Smt. Debjani Bal, Smt. Ena Dey & Shri Pradipta Sarkar, their 02 (two) married daughters & 01 (one) son as their only legal heirs & successors to inherit their effects & estates in 1/3rd shares each in accordance to the provisions of Hindu Succession Act, 1956. **THAT** the fact of such ownership & possession of Smt. Debjani Bal, Smt. Ena Dey & Shri Pradipta Sarkar (i.e. legal heirs of Late Ranjit Kumar Sarkar @ Ranjit Sarkar & Late Nita Sarkar) have been duly recorded & mutated in the L.R. Record of Rights as 'Raiyat' being **L.R. Khatian no.- 6712, 6711, 6710, & 6715** respectively & they have paid paying Ground rent / Khajna to the Govt. of West Bengal through the land Revenue Department.

THAT the fact of such ownership & possession of Shri Swapan Kumar Sarkar & Shri Ashok Sarkar @ Asok Sarkar, both sons of Late Birendra Nath Sarkar, have been duly recorded & mutated in the L.R. Record of Rights as 'Raiyat' being **L.R. Khatian no.- 6713 & 6714** respectively & they have paid paying Ground rent / Khajna to the Govt. of West Bengal through the land Revenue Department.

AND WHEREAS Smt. Debjani Bal, Smt. Ena Dey, Shri Pradipta Sarkar, Shri Swapan Kumar Sarkar, & Shri Ashok Sarkar @ Asok Sarkar, are the absolute owners & possessors of the above mentioned property measuring in total an area of **07 (seven) katha**.

AND WHEREAS Smt. Debjani Bal, Smt. Ena Dey, Shri Pradipta Sarkar, Shri Swapan Kumar Sarkar, & Shri Ashok Sarkar @ Asok Sarkar has been owning & possessing the schedule mentioned property openly, peacefully & uninterruptedly.

AND WHEREAS in this circumstances they are absolutely seized and possessed of or otherwise well and sufficiently entitled to the property fully mentioned in the schedule below.

AND WHEREAS the above named Land owners namely - Smt. Debjani Bal, Smt. Ena Dey, Shri Pradipta Sarkar, Shri Swapan Kumar Sarkar, & Shri Ashok Sarkar @ Asok Sarkar intending to develop on the above mentioned land i.e. 07 (seven) katha of land for a G+IV multistoried building i.e. 'SIDDHIVINAYAKA RESIDENCY' consisting of various commercial shop rooms, residential units & garages in the manner recorded below and whereas the Second Party herein is directly involved in the business of Real estate development having proper know how, manpower, finance & other resources. Relying on the representations of the Land Owners the Developer has decided to develop the said Property on the terms and conditions mentioned herein.

UTSAV MUKHERJEE
ADVOCATE
ASANSOL COURT



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AND WHEREAS the above named Land owners namely - Smt. Debjani Bal, Smt. Ena Dey, Shri Pradipta Sarkar, Shri Swapan Kumar Sarkar, & Shri Ashok Sarkar @ Asok Sarkar agreed to provide all sorts of assistance 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 SANJOY ROY**, son of Chandra Nath Roy, resident of – East Ramsayar Maidan, S.B. Gorai Road, P.O.- Asansol – 713301, P.S.- Asansol South, District – Paschim Bardhaman, West Bengal, India, by signing all papers and documents including site plan and/or building plan as and when required, in the matter of erection of such multistoried building upon the schedule mentioned lands.

AND WHEREAS in terms of such mutual agreement, the Landowner engaged the said **"SIDDHIVINAYAKA REALTY LLP"**, a Limited Liability Partnership Firm, authorizing to erect the said G+IV multistoried building upon the said above mentioned property land at the costs and expenses of the Developer.

Apropos **"SIDDHIVINAYAKA REALTY LLP"**, a Limited Liability Partnership Firm, is now the Attorney cum Developer of the properties of Smt. Debjani Bal, Smt. Ena Dey, Shri Pradipta Sarkar, Shri Swapan Kumar Sarkar, & Shri Ashok Sarkar @ Asok Sarkar by dint 01 (one) numbers of Registered Development & Construction Agreement/s being No.- I 230506913 for the year 2023, AND by dint of 01 (one) numbers of Registered General Power of Attorney after Development & Construction Agreement being No.- I 230506926 for the year 2023, both date:- 08.08.2023, at A.D.S.R. Office Asansol respectively; of which is / are adjoined land/s of the other above said landed property in total measuring an area of 07 (SEVEN) katha of homestead land, being amalgamated & over which a G+IV multi-storied building named as **"SIDDHIVINAYAKA RESIDENCY"** shall be erected as per Plan sanctioned by Asansol Municipal Corporation, vide Building Permit No.- SWS-OBPAS/1101/2025/0166, dated- 06.05.2025, 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.

They the Landowners got the below mentioned documents from the competent authority are as follows :-

1. **LUCC u/s 46 of Act XIII of 1979** – Land Use Compatibility Certificate u/s 46 of Act XIII of 1979 from the Office of CEO of ADDA has been sanctioned in favour of the above named First Party / Landowners in respect of the Project at the above mentioned property vide Memo no.- ADDA/ASN/DP/2023/1265, dated 30.05.2023.
2. **Fire Safety Recommendation** - Fire Safety Recommendation has been sanctioned from Office of The Divisional Fire Officer, Paschim Bardhaman in favour of the above named First Party / Landowners in respect of the said G+IV at the above mentioned property vide Memo no.- 10125186239100222, dated – 16.07.2023.

I Shri Utsav Mukherjee Advocate certify that Sri/Smt./Messrs Smt. Debjani Bal, Smt. Ena Dey, Shri Pradipta Sarkar, Shri Swapan Kumar Sarkar, & Shri Ashok Sarkar @ Asok Sarkar represented by their Attorney **"SIDDHIVINAYAKA REALTY LLP"**, a Limited Liability Partnership Firm, AND



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represented by one of its Partner **SHRI SANJOY ROY**, son of 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 – 29.05.2025

Yours' faithfully,

Advocate

**UTSAV MUKHERJEE
ADVOCATE
ASANSOL COURT**

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