



Samir Kundu

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NO ENCUMBRANCES CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

*This is to certify that there is **NO ENCUMBRANCE/s** on the land for the Project "28" situated at 28, Kalibari Lane, Kolkata – 700032, PO & PS – Jadavpur, under Ward No. 96 of Borough – X of KMC, WB, India.*

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Subject Property)

ALL THAT the piece and parcel of land admeasuring an area of **4 Cottahs 01 Chittaks and 14 Square Feet** equivalent to **6.74 Decimals** equivalent to **2939 sq. ft.** be the same a little more or less with two one-storied building erected thereon measuring 1470 Sq. Ft. more or less erected on the First Building and 1469 Sq. Ft. erected on the another building, lying ssituated at **Mouza: Jadavpur Gram , J. L. No. 35, R. S. Khatian No. 46 R. S. Dag Nos. 42** situated at Municipal Premises No. **28, Kalibari Lane** , Post Office:- Jadavpur, Police Station:- Jadavpur, Kolkata:- 700 032, District – South 24 Parganas, West Bengal, India within Kolkata Municipal Corporation Ward No. 96, Assessee No s. 21-096-05-0075-1 butted and bounded in the manner as follows:

ON THE NORTH : By House of Mr. Dinesh Chandra Ganguly,

ON THE EAST : By KMC Black top Road,

ON THE SOUTH : By House of Mr. Sunil Mukherjee and

ON THE WEST : By House of Mr. Chittaranjan Dutta



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That by Virtue of One registered deed of Conveyance executed on **19th day of March, 1951** by and between **One Smt. Nalinibala Gangopadhyay** therein referred to as the Vendor of the First Part, **One Sri Khitish Chandra Gangopadhyay**, therein referred to as the Confirming Party of Second Part **and one Sri Gyansaran Chakraborty** therein referred to as the Purchaser of the Third Part and registered with the office of the joint Sub-Registrar, Alipore, South 24 Parganas, in **Book No. 1, Volume No. 34, pages No. 180 to 184, being No. 1761 for the year 1951**, the said Vendor therein, with the consent and concurrence with the Confirming Party therein for the consideration mentioned therein granted sold, conveyed, transferred, assigned and Assure unto in favour of the said Purchaser, **ALL THAT** the piece and parcel of land with a two storied building, outhouses and other structures erected thereon admeasuring an area of **4 Cottahs 00 Chittaks and 28 Square Feet** equivalent to **7 Decimals** be the same a little more or less lying Situate at **Mouza: Jadavpur Gram, J. L. No. 35, R. S. Khatian No. 46 R. S. Dag Nos. 42**, under the then Police Station:- Tollygunge now Jadavpur, District:- 24 Parganas South with a measurement of 40 feet (North-South) and 73 feet (East-West) more fully and particularly described in the Schedule there under written (herein after referred to as the **Said Plot of Land**) absolutely and forever.

That by Virtue of registered deed of Conveyance executed on **27th day of November, 1952** by and between the said **One Sri Gyansaran Chakraborty** therein referred to as the Vendor of the One Part and one **Smt. Santi Sen and Smt. Kanika Dasgupta nee Sen** therein jointly and collectively referred to as the Purchasers of the Other Part and registered with the office of the joint Sub-Registrar, Alipore, South 24 Parganas, in **Book No. 1, Volume No. 115, pages No. 215 to 219, being No. 7291 for the year 1952**, the said Vendor therein for the consideration mentioned therein granted sold, conveyed, transferred, assigned and Assure unto in favour of the said Purchasers, **ALL THAT** the **said Plot of land** more fully and particularly described in the Schedule thereunder written absolutely and forever.

That by a Bengali deed of Amicable Partition/Settlement executed on **11th day of August, 1976** by and between the said **Smt. Santi Sen** therein referred to as the party of the One Part and the **Smt. Kanika Dasgupta nee Sen** therein referred to as the party of the Other Part, and registered with the office of the joint Sub-Registrar, Alipore, South 24 Parganas, in **Book No. 1, Volume No. 71, pages No. 37 to 41, being No. 2715 for the year 1976**, the parties therein amicably partitioned and demarcated the said entire land amongst them.



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That by virtue of said partition deed **being No. 2715 for the year 1976** the said **Smt. Kanika Dasgupta nee Sen** became the sole, absolute and exclusive owner in respect of **ALL THAT** the piece and parcel of land with a one storied building, outhouses and other structures erected thereon admeasuring an area of **2 Cottahs 03 Chittaks and 24 Square Feet** equivalent to **3.67 Decimals** equivalent to **1599 sq. ft.** be the same a little more or less lying Situate at **Mouza: Jadavpur Gram, J. L. No. 35, R. S. Khatian No. 46 R. S. Dag Nos. 42** and applied for the mutation of the her portion of the land to the Kolkata Municipal Corporation and the said Corporation renumbered the said partitioned land into premises No. 28, Kalibari Lane, Post Office:- Jadavpur, Police Station:- Jadavpur, Kolkata:- 70 032, District – South 24 Parganas, West Bengal, India within Kolkata Municipal Corporation Ward No. 96, Assessee No. 21-096-05-0075-1 (herein after referred to as the **“1st Property”**) and paid taxes thereon and is enjoying the said land without any interruption from any corner.

That the said **Smt. Kanika Dasgupta nee Sen** during her life time had executed a Will in favour of the Owner herein in respect of the 1st Property, morefully and particularly described in the preceding paragraph of this Schedule. After death of the said Smt. Kanika Dasgupta nee Sen, the Owner herein obtained the probate on **29th day of March, 2011** in connection with the probate case no. **313 of 2010** from the learned court of the District Delegate, Alipur, South 24 Parganas and applied for the mutation of the 1st Property in his name with the records of the Kolkata Municipal Corporation and the said Corporation recorded his name with the records of the Kolkata Municipal Corporation and paid taxes thereon.

That by virtue of said partition deed **being No. 2715 for the year 1976** the said **Smt. Santi Sen** became the sole, absolute and exclusive owner in respect of **ALL THAT** the piece and parcel of land with a one storied building, outhouses and other structures erected thereon admeasuring an area of **1 Cottahs 13 Chittaks and 35 Square Feet** equivalent to **3.07 Decimals** equivalent to **1340 sq. ft.** be the same a little more or less with a **100 sqft tile shed** structures thereat lying Situate at **Mouza: Jadavpur Gram, J. L. No. 35, R. S. Khatian No. 46 R. S. Dag Nos. 42** situated at erstwhile premises No. **28/1, Kalibari Lane**, Post Office:- Jadavpur, Police Station:- Jadavpur, Kolkata:- 70 032, District – South 24 Parganas, West Bengal, India within Kolkata Municipal Corporation Ward No. 96, Assessee No. 21-096-05-0090-8 (herein after referred to as the **“2nd Property”**) and paid taxes thereon and is enjoying the said land without any interruption from any corner.



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That the said **Smt, Santi Sen** during her life time had executed a Will in favour of the Owner herein in respect of the 2nd Property, morefully and particularly described in the preceding paragraph of this Schedule. After death of Smt. Santi Sen, the Owner herein obtained the probate of the Will of Smt. Santi Sen on **10th day of January, 2011** in connection with the probate case no. **95 of 2009** from the learned court of the District Delegate, Alipur, South 24 Parganas and applied for the mutation of the 2nd Property in his name with the records of the Kolkata Municipal Corporation and the said Corporation recorded his name with the records of the Kolkata Municipal Corporation and paid taxes thereon.

That both the 1st Property and 2nd Property mentioned hereinabove, which devolved upon the Owner and subsequently mutated in the name of the name of the Owner, as stated hereinabove, were amalgamated since the owner of both the 1st Property and 2nd Property became the same. Subsequent to amalgamation, the 1st Property and the 2nd Property was assigned premises no. 28, Kalibari Lane, Kolkata – 700 032, which is the Subject Property, and the same admeasured about **4 Cottahs 1 Chittaks and 14 Square Feet** equivalent to **6.74 Decimals** be the same a little more or less morefully and particularly described in the FIRST SCHEDULE hereinabove.

That the Land for the Project named "28" situated at 28, Kalibari Lane, Kolkata – 700032, PO & PS – Jadavpur, under Ward No. 96 of Borough – X of KMC, WB, India, is FREE FROM ALL ENCUMBRANCES and has a CLEAR AND MARKETABLE title.

SAMIR KUNDU

ADVOCATE