



ABHISEK ADAK

B.A. LL.B., ADVOCATE,
Civil Bar Library, Room No.1, Judges' Court, Howrah

Date: 02.03.2026

NON-ENCUMBRANCE CERTIFICATE **(To Whomsoever It May Concern)**

I, the undersigned, do hereby certify as follows:

That I have been requested by my client Megamix Dealers Private Limited, having its registered office at 2A, Ganesh Chandra Avenue, 8th Floor, Room No. 5, Kolkata-700013, to examine and certify the title and encumbrance position in respect of the immovable property more fully described in the Schedule hereunder written (hereinafter referred to as the "Said Property").

Upon careful perusal and scrutiny of the original title deeds, certified copies, registered instruments, municipal records, L.R. Records of Rights, sanctioned building plan, deeds of partnership, deed of dissolution, powers of attorney, development agreement, deeds and other connected documents produced before me, I hereby set out the complete chain of title and certify as follows:

CHAIN OF TITLE:

- A) ALL THAT piece and parcel of Bagan Land measuring about 01. (One) Bigha 02 (Two) Cottahs 14 (Fourteen) Chittaks appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah, was owned by Sri Hemanta Kumar Mukhopadhyaya, Sri Jatindra Nath Chandra, and Sri Ramkrishna Niyogi, who transferred their respective interests in favour of Sri Gajendra Nath Ghosh and Sri Bijay Chand Sarkar by a registered Deed of Sale dated 9th June, 1941, recorded in Office of Sadar Joint Sub Registrar, Howrah, incorporated in Book No. I, volume No. 16, pages from 280 to 288, being Deed No. 954 of 1941. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.
- B) Similarly, ALL THAT piece and parcel of a Danga/Bastu Land measuring about 02 (Two) Bigha 16 (Sixteen) Cottahs 10 (Ten) Chittaks appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah, previously held by Sri Kunja Bihari Choudhury, was also conveyed to the same purchasers, Sri Gajendra Nath Ghosh and Sri Bijay Chand Sarkar, by a registered Sale Deed dated 18th June, 1941, registered in the Office of Sadar Joint Sub-Registrar, Howrah, incorporated in Book No. I, Volume No. 20, Pages from 40 to 44, being Deed No. 990 of 1941. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand



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Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.

C) Later, Sri Banamali Patra, the erstwhile owner ALL THAT piece and parcel of a Bastu Land measuring about 07 (Seven) Cottahs 08 (Eight) Chittaks 23 (Twenty-three) Sq. Ft. appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah and ALL THAT piece and parcel of a Bastu Land measuring about 19 (Nineteen) Cottahs 05 (Five) Chittaks 23 (Twenty-three) Sq. Ft. appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah, transferred his ownership rights in favour of the said Gajendra Nath Ghosh and Bijay Chand Sarkar by two separate registered Sale deeds, the first dated 27th June, 1956, registered in the Office of the Sub-Registrar, Howrah, incorporated in Book No. I, Volume No. 54, pages from 77 to 80, being Deed No. 3273 of 1956 and the second dated 12th March, 1958, registered in the Office of the Sadar Joint Sub-Registrar, Howrah, incorporated in Book No. I, Volume No. 22, pages from 223 to 227, being Deed No. 941 of 1958. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.

D) Subsequently, Sri Kanai Lal Mondal, the erstwhile owner, ALL THAT piece and parcel of a Makorari Mourshi Bastu Land measuring about 07 (Seven) Cottahs 13 (Thirteen) Chittaks 38 (Thirty-eight) Sq. Ft. appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah, who transferred his ownership rights in favour of the said Gajendra Nath Ghosh and Bijay Chand Sarkar through a registered Deed of Sale dated 9th March, 1959, since been registered in the office of District Registrar, Howrah, incorporated in Book No. I, Volume No. 14, pages from 287 to 291 being Deed No. 1124 for the year 1959. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.

E) In continuation of this pattern of acquisition, Sri Patit Paban Pathak, the former owner of the property i.e. ALL THAT piece and parcel of a Bastu Bagan Land measuring about 04 (Four) Cottahs 13 (Thirteen) Chittaks 05 (Five) Sq. Ft. and 03 (Three) Cottahs 13 (Thirteen) Chittaks 15 Sq. Ft. Bastu, Bagan and Danga Land appertaining Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah, transferred his share exclusively to Sri Gajendra Nath Ghosh through a registered deed dated

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- 24th December, 1962 since been registered in the office of District Sub-Registrar Howrah, being incorporated in Book No. I, Volume No. 80, pages from 153 to 157, being Deed No. 4612 for the year 1962. It is needless to mention in this connection that the holding number as mentioned in the said deed has subsequently been renumbered as Holding No. 5/1, Fakir Chand Pathak Lane, under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah.
- F)** Subsequently, Sri Brajo Gopal Mukhopadhyay, erstwhile owner who transferred his share i.e. ALL THAT piece and parcel of a Pukur Land measuring about 12 (Twelve) Cottahs 05 (Five) Chittaks 08 (Eight) Sq. Ft. appertaining Holding No. 5/3, Fakir Chand Pathak Lane (since been renumbered as Holding No. 5/3/A, Fakir Chand Pathak Lane), under Bally Municipality Ward No.10, within P.S. Bally, in the District of Howrah, in favour of M/s Orient Supply Syndicate, represented by its partners Sri Dilip Kumar Ghosh and Sri Raghupati Ghosh. This conveyance was affected through a registered Deed of Sale dated 25th November, 1974 since been registered in the office of District Sub-Registrar of Howrah, incorporated in Book No. I, Volume No. 86, pages from 98 to 102 being Deed No. 3871 for the year 1974.
- G)** As a result of these acquisitions, Sri Gajendra Nath Ghosh and Sri Bijay Chand Sarkar jointly became the owners and occupiers of part of the properties as mentioned heretobefore whereas some of the properties exclusively belonged to Sri Gajendra Nath Ghosh and the property appertaining to Holding No. 5/3/A, Fakir Chand Pathak Lane, was exclusively owned by M/s Orient Supply Syndicate.
- H)** It is also pertinent to mention that over time, Sri Gajendra Nath Ghosh, Sri Binay Bhusan Roy, Sri Dilip Kumar Ghosh, and Sri Raghupati Ghosh, in association with Sri Bijay Chand Sarkar, formed a partnership firm under the name M/s Orient Supply Syndicate on 1st July, 1971, having its principal place of business at 6, Narendra Nath Mukherjee Road, Bally, Howrah.
- I)** The firm was later continued by Sri Dilip Kumar Ghosh and Sri Raghupati Ghosh, who inducted Sri Arup Kumar Roy as a partner with a 25% share in the firm. Thus, the partnership then consisted of Sri Arup Kumar Roy, Sri Dilip Kumar Ghosh, and Sri Raghupati Ghosh.
- J)** After some years, Sri Dilip Kumar Ghosh passed away, leaving behind his legal heirs, Sri Dipan Ghosh (son), Sri Bapai Ghosh (predeceased son), Smt. Malati Ghosh (daughter, in law), Smt. Srabani Ghosh (grand-daughter), and two daughters, Smt. Runa Mitra and Smt. Jhunu Sen.
- K)** Upon the demise of one of the original partners of the erstwhile partnership firm, the surviving partners, together with the legal heirs of the deceased partner, expressed their unanimous desire to continue the business of the said firm

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without dissolution, in order to preserve its continuity, goodwill, and accumulated assets.

- L) The said legal heirs, having consented to step into the shoes of the deceased partner, signified their intention to continue and represent their respective interest in the said partnership business. In pursuance of the said mutual understanding and agreement among all concerned, a Deed of Partnership was duly executed on the 1st day of April, 2019, whereby the surviving partners and the said legal heirs were admitted and recorded as partners of the reconstituted firm.
- M) Under the said Deed of Partnership, it was specifically agreed and declared that all immovable properties belonging to or held by the partners in connection with the business of the firm, including the premises comprised in Holding No. 5/1, Fakir Chand Pathak Lane, and Holding No. 5/3/A, Fakir Chand Pathak Lane, both situated within the jurisdiction of the Bally Municipality, District - Howrah, would be brought into the common hotchpot of the partnership and treated as assets of the firm for all intents and purposes.
- N) In furtherance of the aforesaid arrangement and for ensuring proper management, identification, and utilization of the partnership's immovable assets, the said two holdings, namely Holding Nos. 5/1 and 5/3/A, Fakir Chand Pathak Lane, were duly amalgamated into one composite property by execution of a Deed of Amalgamation by and between all the partners and legal heirs, thereby consolidating the said premises as a single and indivisible unit forming part of the partnership firm's capital asset.
- O) It is also pertinent to mention in this connection that though the physical measurement of the property was more but following the L.R. R.O.R. as well as record of Bally Municipality a composite holding has been created i.e. All That piece and parcel of Bastu Land measuring about 04 (Four) Bigha 12 (Twelve) Cottahs 41 (Forty-one) Sq.ft. appertaining to L.R. Dag No. 36454, 36422, 36443(P), 36444, 36445, 36448 under L.R. Khatian No. 70302, 70303, 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza- Bally, along with Tank/Swimming Pool measuring about 01 (Bigha) 17 (Seventeen) Cottahs appertaining to L.R. Dag Nos. 36447 and 36450 under L.R. Khatian Nos. 70302, 70303, 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza- Bally, [altogether, 06 (Six) Bigha 09 (Nine) Cottahs 41 (Forty-one) Sq.ft.] corresponding to Bally Municipality, Holding No. 5/1, Fakir Chand Pathak Lane, Bally Municipality Ward No. 10, within P.S. Bally, in the District of Howrah.
- P) It is also pertinent to mention that said Deed of Partnership dated 1st April, 2019, duly recorded and defined the respective shares, rights, and interests of each partner in the reconstituted firm as follows:

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- ❖ Sri Raghupati Ghosh – 37.50% share
- ❖ Sri Arup Kumar Ray – 25.00% share
- ❖ Sri Dipan Kumar Ghosh – 9.375% share
- ❖ Smt. Runu Mitra – 9.375% share
- ❖ Smt. Jhunu Sen – 9.375% share
- ❖ Smt. Malati Ghosh – 4.688% share
- ❖ Smt. Srabani Saha – 4.687% share

- Q) Since the execution of the said Deed of Partnership, the aforesaid partners have been jointly carrying on the partnership business under the reconstituted firm in accordance with the covenants and stipulations embodied therein, and the ownership, possession, and control of the said amalgamated premises have continued to vest in the partnership firm as part of its lawful and common property.
- R) In the following year, due to mutual understanding and to prevent any possible future disputes, the partners amicably decided to dissolve the firm. The Deed of Dissolution of Partnership was accordingly executed on 1st April, 2020 and the partners thereto thus became the joint owners in respect.
- S) Subsequently, recognizing their advancing age and the practical difficulty in managing and maintaining the ancestral properties, the erstwhile partners executed a Registered General Power of Attorney dated 24th March, 2021, in favour of M/S Deep Realtors, empowering them to manage, control, and supervise the said properties. This Power of Attorney was duly registered in the Office of the A.D.S.R., Howrah (Book No. I, Volume 0502-2021, Pages 179987-180030, being Deed No. 050204847 of 2021).
- T) Following this authorization, M/s Deep Realtors applied for and duly obtained a sanctioned plan for the construction and development of the said properties. However, during this period, Sri Dipan Kumar Ghosh passed away on 02.11.2023, leaving behind his widow Smt. Pranati Ghosh as his sole legal heir and successor to his interest in the property.
- U) Thereafter, the present vendors and owners, being the rightful successors and legal representatives of the previous owners, decided to proceed with the development of the said properties. Owing to their inability to undertake the construction personally, they executed a Development Agreement along with a General Power of Attorney in favour of M/s Deep Realtors, appointing them as the Developer. This document was duly registered in the Office of the A.D.S.R., Howrah (Book No. I, Volume 0502-2024, Pages 111982-112029, being Deed No. 050203740 of 2024).
- V) Through these successive transfers, inheritances, and authorizations, the title of the properties has remained clear, continuous, and lawfully vested, ultimately

Abhinav
Adv
02.03.26



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- empowering M/s Deep Realtors to undertake and execute development over the said scheduled properties in accordance with the terms of the Development Agreement and the sanctioned plan.
- W)** That for the purpose of obtaining necessary sanction plans from the appropriate municipal authority and for the convenient and beneficial enjoyment of the "Said Property", M/s. Deep Realtors, being the duly constituted attorney of the present Owners/Vendors, had gifted a specific portion of land measuring 02 (Two) Cottahs, 02 (Two) Chittacks, and 41 (Forty-one) Square Feet in favour of the *Bally Municipality* by virtue of a Deed of Gift dated 11th April, 2025, which has since been duly registered before the Office of the *Additional District Sub-Registrar, Howrah*, and recorded in Book No. I, Volume No. 0502-2025, Pages 124330 to 124348, being Deed No. 050203757 of the year 2025.
- X)** That as a matter of fact, though the aforesaid 02 (Two) Cottahs, 02 (Two) Chittacks, and 41 (Forty-one) Square Feet of land has been deducted from the original holding by way of the said gift in favour of *Bally Municipality*, the sanction plan has nevertheless been granted and approved in respect of the entire holding, treating the whole of the property as one composite premises for the purpose of development and construction.
- Y)** Consequent upon such gift, the erstwhile owners as mentioned heretobefore have become and remain the joint and lawful owners of the "Said property".
- Z)** That it is deemed appropriate to state and record herein that the erstwhile owners, through their duly Constituted Attorney Holder, M/s Deep Realtors, proceeded to transfer and convey a specific portion of the schedule-mentioned property to Mrs. Sujata Banerjee and Mr. Sudip Bhattacharya. The said portion comprises ALL THAT piece and parcel of land measuring about 18 (Eighteen) Cottahs, 03 (Three) Chittaks, and 13 (Thirteen) Square Feet, together with all easementary rights, privileges, and appurtenances attached thereto. Such transfer was effected in accordance with the terms mutually agreed upon between the parties and duly reflected in the registered instrument executed for the said purpose i.e. Deed of Sale dated 29.04.2024, since been registered before the office of the Additional District Sub-Registrar, Howrah, and incorporated in Book No. I, Volume No. 0502-2024, Pages from 152670 to 152708, being No. 050205022 for the year 2024.
- AA)** That subsequent to the execution and registration of the aforesaid Deed in favour of Mrs. Sujata Banerjee and Mr. Sudip Bhattacharya, the said purchasers became the absolute owners and lawful occupiers of the property so conveyed, having full right, title, and interest therein. However, it later came to light that, due to an inadvertent mistake committed at the time of drafting and registration, a portion of the land was erroneously included and wrongly conveyed under the



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said Deed. That such error was purely unintentional and occurred without any mala fide intention on the part of either the Vendors or the Purchasers. Upon discovery of this mistake, both parties, in good faith and by mutual consent, have expressed their willingness to rectify the said error. Accordingly, they have agreed to execute a Deed of Exchange to regularize, correct, and realign the title, ownership, and possession of the respective portions of land so that the records may accurately reflect the true intent and understanding of both parties at the time of the original transaction and accordingly they execute a Deed of Exchange dated 06.11.2025 with plan annexed thereto, since been registered before the Additional District Sub-Registrar, Howrah and incorporated in Book No. I, Volume No. 0502-2025, Pages from 359789 to 359820, being Deed No. 050211826 for the year 2025.

BB) That subsequently, said M/S Deep Realtors duly submitted a plan before the Bally Municipality and a plan was sanctioned by Bally Municipality being No. SWS-OBPAS/1903/2025/0180 dated 07.11.2025 but due to severe paucity of working resources, said M/S Deep Realtors have become unable to proceed with or implement the said project within a reasonable time thereafter.:

CC) That in view of such situation, and upon mutual discussions, the parties have amicably agreed to cancel and terminate the said Development Agreement and to revoke the said Development Power of Attorney as well as General Power of Attorney, being Nos. 579/2025 and 580/2025 and 12304/2025, which has been duly registered before the Office of the Additional District Sub-Registrar, Howrah, thereby bringing to an end all the rights, powers, and authorities heretofore conferred upon the said M/S Deep Realtors.

DD) That in the circumstances as aforesaid, the said erstwhile owners, being the absolute and lawful owners of the said property and having full right, title, and authority to transfer the same, duly executed a Deed of Sale dated 17/11/2025, conveying and assigning all their right, title, interest, and possession in respect of the said property in favour of the present Owner/Vendor for valuable consideration and with clear intention to pass absolute ownership in favour of the present Owner/Vendor of the One Part. The said Deed of Sale was thereafter presented for registration before the Office of the Additional District Sub-Registrar at Howrah, within the District of Howrah, and was duly admitted to registration, being incorporated in Book No. I, Volume No. 0502-2025, Pages from 381531 to 381583, bearing Deed No. 050212305 of the year 2025.

EE) By virtue of the said registered conveyance, the present owner/vendor became seized and possessed of the said property as absolute owners thereof, having full right, title, and interest therein, free from all encumbrances and adverse claims,



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and have since been continuing in peaceful, uninterrupted, and lawful possession and enjoyment of the same.

CERTIFICATION AS TO ENCUMBRANCE:

Upon examination of the above documents and records produced before me, I certify that:

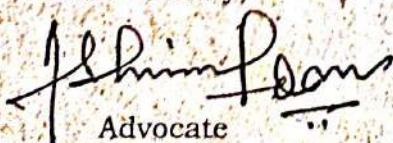
- A) The title has devolved by valid registered instruments and is continuous and legally traceable from 1941 till date.
- B) The Said Property is free from all mortgages, charges, liens, attachments, leases, acquisitions, lis pendens or adverse claims.
- C) All prior development rights and powers of attorney stand duly revoked.
- D) The Confirming Party has released all rights.
- E) The Purchaser holds clear, valid, subsisting and marketable title.
- F) The "Said property" is not under any claim of the KMDA and the HIT and any other authority and is fit for equitable mortgage.

SCHEDULE: All That piece and parcel of Bastu Land measuring about 04 (Four) Bigha 09 (Nine) Cottahs 14 (Fourteen) Chittacks 00 (Zero) Sq.ft. appertaining to L.R. Dag No. 36454, 36422, 36443 (P), 36444, 36445, 36448 under L.R. Khatian No. 70302, 70303, 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza- Bally, along with Tank/Swimming Pool measuring about 01 (Bigha) 17 (Seventeen) Cottahs appertaining to L.R. Dag Nos. 36447 and 36450 under L.R. Khatian Nos. 70302, 70303, 70305, 70306, 70307, 70308, 73677, of J.L. No. 14, Mouza- Bally, [altogether, 06 (Six) Bigha 06 (Six) Cottahs 14 (Fourteen) Chittacks] corresponding to Bally Municipality Holding No. 5/1, Fakir Chand Pathak Lane, Bally Municipality Ward No. 10, within P.S. Bally, in the District of Howrah, since been mentioned heretobefore as "Said property" for the purpose of brevity and convenience.

This Non-Encumbrance Certificate is issued at the request of my client Megamix Dealers Private Limited for submission before any Bank, Financial Institution, Government Authority or any person concerned upon perusal of the documents and searching reports provided to the undersigned.

Thanking you,

Yours faithfully,


Advocate

ABHISEK ADAK, B.A. LL.B., Advocate
37, Bipradas Chatterjee Lane,
Shibpur, Howrah-711 02
Enrollment No.-F/1201/2012

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