পশ্চিমবঁঙ্গ पश्चिम बंगाल WEST BENGAL

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SEED.

3-8 APR 2025

District Sub-Register-11 Allysic South 34-pages

DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY

THIS AGREEMENT made on this theday of April in the year two thousand and twenty five '2025

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(1) SRI NIRMAL MUKHERJEE son of Late Akshay Mukherjee, PAN: AESPM6218C, AADHAAR NO. 990178610772, D.O.B.- 11/06/1954, by Faith: Hindu, by Nationality: Indian, by Occupation: Business, residing at 106, Rajdanga Nabapally, P.O.- E.K.T.P., P.S.- Anandapur, Kolkata: 700107 and (2) SMT. SHYAMALI MUKHERJEE wife of Sri Nirmal Mukherjee, PAN: AQJPM8590Q, Aadhar No.222383443654, both are by faith- Hindu, by Nationality: Indian, by Occupation- Business, residing at 106, Rajdanga Nabapally R.B. Connector, Police Station- Kasba, Kolkata-700107, herein referred to as the OWNER, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, successors, legal representatives, and assigns) of the ONE PART.

AND

N.S, COTRACTION, PAN: AESPM6218C, a Partnership Firm having its office at 106, Rajdanga Nabapally R.B. Connector, Police Station- Kasba, Kolkata-700107, represented by represented by sole proprietor namely SRI NIRMAL MUKHERJEE son of Late Akshay Mukherjee, PAN: AESPM6218C, Aadhar No. 990178610772 by faith- Hindu, by Nationality: Indian, by Occupation- Business, residing at 106, Rajdanga Nabapally R.B. Connector, Police Station- Kasba, Kolkata-700107, herein after referred to as the DEVELOPER (which expression shall unless otherwise

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repugnant to the context be deemed to mean and include his legal heirs, executors, representatives, administrators and assigns) of the **SECOND**PART.

WHEREAS by a Conveyance bearing the date 5th day of August, 2022 and registered at the office of ADSR Sealdah, 24 Parganas, recorded in Book No.I, Volume No. 1606-2022, Pages from 123062 to 123085 Being No. 60603888 for the year 2022 the owners absolutely purchased for valuable consideration mentioned therein from SUBHASISH BHATTACHARYYA Son of Late Chitta Ranjan Bhattacharyya, residing at P-80, 2nd Floor, Kalindi Housing Estate, Lake Town, South Dum, Kolkata: 700089, Dist North 24 Parganas, ALL THAT piece and parcel land measuring about 3 Cottahs 15 Chittaks 23 sq.ft. along with 100sq.ft RT shed of R.S. Dag No. 47 (Part) be the same and/or little more or less by nature Sali , under Mouza: Kalikapur, J.L. No. 20, Pargana- Khaspur, Collectorate Touzi No. 12, R.S. No. 2, comprising in C.S. Dag No. 42 (portion) appertaining to C.S. Khatian No. 161 corresponding to R.S. Dag No. 47 (portion) appertaining to R.S. Khatian No. previously 178 presently 739, K.M.C. Premises No. 817/5, Kalikapur Road, Police Station: Kasba, Now Garfa, Assessee No. 311060711750, KMC Ward No. 106, Kolkata: 700099, District 24 Parganas (South).

AND WHEREAS the owners recorded their names in the office of KMC being Assessee No.....

AND WHEREAS the Owners herein being intended to get the said property developed by constructing multi storied building made an offer to the Developers herein for construction of the proposed building at the said premises at its own costs as per sanctioned plan of the Kolkata Municipal Corporation to which the Developers also agreed to undertake the construction work of the said proposed building.

NOW THIS AGREEMENT WITNESSETH as follows: -

- 1. **OWNER**: shall mean the above together with their legal heirs and successors administrators and assigns.
- DEVELOPER: shall always mean the above named Developer together with his respective legal heirs and successors administrators and assigns.
- 3. PROPERTY: shall mean 3 Cottahs 15 Chittaks 23 sq.ft. along with 100sq.ft RT shed of R.S. Dag No. 47 (Part) be the same and/or little more or less by nature Sali, under Mouza: Kalikapur, J.L. No. 20, Pargana- Khaspur, Collectorate Touzi No. 12, R.S. No. 2, comprising in C.S. Dag No. 42 (portion) appertaining to C.S. Khatian No. 161 corresponding to R.S. Dag No. 47 (portion) appertaining to R.S. Khatian No. previously 178 presently 739, K.M.C. Premises No. 817/5, Kalikapur Road, Police Station: Kasba, Now Garfa, Assessee No. 311060711750, KMC Ward No. 106, Kolkata: 700099, District 24 Parganas (South).

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- 4. BUILDING shall mean structures or super structure intended to be constructed on the vacant land as per sanctioned plan to be sanctioned from KMC after demolishing the existing structure of the said property and shall include all meter room, pump room, septic tank and reservoir open/covered spaces intended for the enjoyment of the occupants of the said building including all its easements, appurtenances and appendages.
- 5. COMMON FACILITIES shall include all passages, ways stairways corridors, lobbies, shafts, gates, rainwater pipers, roof, terrace, water connection and pipes lines, overhead and underground reservoirs, septic tank, pipe lines, motor pumps, fences and boundary wall, courtyard C.E.S.C. supply Electric Connection and electric supply to common areas and fittings, fixtures, entire exterior walls, boundary walls, common path ways land other facilities whatsoever required for the establishment of location enjoyment provision maintenance and management of the affairs of the said building in the said property.
- 6. The Common expenses for maintaining, repairing, redecorating, etc. of the building, gutters, rain water pipes, pump, sanitary pipes, electric pipes, wires and installations, the cost of the cleaning and lighting the passage, landing, staircase and other parts, salaries of sweepers, caretaker etc in under or upon the said building and enjoyed or used by the Parties hereto in common with other owners

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and occupiers of the said building. Capital or recurring expenditure for replacement of all or any item comprised in the General common parts and portions and common facilities.

- 7. **AREA** shall mean and include the built up constructed area in the said property but shall not include the terrace above the top floor.
- 8. THE SUPER BUILT UP AREA of an unit shall mean built up area of the unit together with its proportionate share of the staircase, landings and passages with proportionate share in the common facilities and advantages as proportionate undivided share or interest in the land underneath the structure.
- 9. That the Owner/First Party shall handover the land with structure of the land measuring 3 Cottahs 15 Chittaks 23 sq.ft. along with 100sq.ft RT shed of R.S. Dag No. 47 (Part) be the same and/or little more or less by nature Sali, under Mouza: Kalikapur, J.L. No. 20, Pargana- Khaspur, Collectorate Touzi No. 12, R.S. No. 2, comprising in C.S. Dag No. 42 (portion) appertaining to C.S. Khatian No. 161 corresponding to R.S. Dag No. 47 (portion) appertaining to R.S. Khatian No. previously 178 presently 739, K.M.C. Premises No. 817/5, Kalikapur Road, Police Station: Kasba,Now Garfa, Assessee No. 311060711750, KMC Ward No. 106, Kolkata: 700099, District 24 Parganas (South) more fully and particularly described in the Schedule "A" hereunder stipulated to the Developer/Second Party

together with Xerox copy of all papers and documents for execution of this Agreement.

- 10. That the Developer/Second Party Shall negotiate with the prospective purchaser or purchasers of the Flat or Flats finalisethe terms and conditions with him/her/them and also enter into sale Agreement individually with such terms and conditions that may not likely to affect the interest of the Owners/First Party in any manner.
- 11. **OWNERS ALLOCATION**: that the Developer shall be liable to provide the Owners allocation as per Schedule "B" hereunder written.
- 12. **DEVELOPERS ALLOCATION**: That the rest of the remaining portion after owner's allocation of the proposed building will be the Developers allocation mentioned in the schedule "C" hereunder written.

DEVELOPMENT POWER

- I, also execute Development power of attorney in favour of the Developer namely NIRMAL MUKHERJEE son of Late Akshay Mukherjee, PAN: AESPM6218C, Aadhar No. 990178610772 by faith- Hindu, by Nationality: Indian, by Occupation- Business, residing at 106, Rajdanga Nabapally R.B. Connector, Police Station- Kasba, Kolkata- 700107, Proprietor as my true and lawful ATTORNEY to do the following acts, deeds on things on my behalf in respect of my schedule below property.
- 1. To appear and sign any before the Kolkata Municipal Corporation and the Kolkata Metropolitan Development Authority or any

- 2. To enter into agreement for sale of the flats and car parking spaces from developer's allocation with proportionate undivided share of the land except the owner's Allocation as stated in the Development agreement and premises to be constructed thereon with the intending purchaser or purchaser on such terms as my said Attorney will think fit and proper.
- To receive money or monies either in advance or from time to time or at a time from the intending purchaser or purchasers and grant proper receipt and discharge thereof.
- 4. To receive from the intending purchaser or purchasers the total construction money for sale of such of the flats and car parking space with proportionate undivided share of land in respect of the developer's Allocation only, to be constructed as my said Attorney shall settle and grant proper discharge of the same.
- To sign, execute, admit and present any Deed of conveyance or conveyances, Gift, affidavit, Water connection, Declaration for registration in respect of Developer's allocation as per development

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agreement or any portion of it before the Registrar of Sub-Registrar having authority for fully and effectually as I could do myself if personally present.

- To appear before the income Tax Authority and obtain clearance certificate for the sale of each of the flats with the proportionate share of land (if necessary) and to sign all necessary returns and terms for the same and on our behalves.
 To institute assume
 - To institute, commence, prosecute, carry on or defend or resist all suits and other actions and proceedings or to be added as a party or be non-suited or withdraw the same concerning our property or any part thereof or concerning anything in which we may be the party in any Government office and in any civil, criminal, Revenue or Revisional Jurisdiction including special Jurisdiction of the High Court, under Article 226 of the constitution of India etc before Income Tax and Wealth Tax Authorities and to sign and verify all plaints, written statements, Accounts, Invention, Notices and other judicial processes to execute any judgment decree and other to appoint and engage any solicitor or Advocate and to sign and execute any Vokalatnamas, Warrant of Attorney or other authorities and act and plead at the Attorneys cost.
 - To swear Affidavit, Gift Deed, Declaration, Undertaking in our names or on our behalves to Kolkata Municipal Corporation.

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SCHEDULE"A" OF THE PROPERTY

ALL THAT piece and parcel land measuring about 3 Cottahs 15 Chittaks 23 sq.ft. along with 100sq.ft RT shed of R.S. Dag No. 47 (Part) be the same and/or little more or less by nature Sali , under Mouza: Kalikapur, J.L. No. 20, Pargana- Khaspur, Collectorate Touzi No. 12, R.S. No. 2, comprising in C.S. Dag No. .42 (portion) appertaining to C.S. Khatian No. 161 corresponding to R.S. Dag No. 47 (portion) appertaining to R.S. Khatian No. previously 178 presently 739, K.M.C. Premises No. 817/5, Kalikapur Road, Police Station: Kasba, Now Garfa, Assessee No. 311060711750, KMC Ward No. 106, Kolkata: 700099, District 24 Parganas (South). TOGETHER WITH all sorts of easement rights over the common passage, electricity, Drainage etc. which is more fully shown and delineated in the site Map or plan with RED border line, annexed hereto, as part and parcel of this Indenture and the land is butted and bounded as follows: -

ON THE NORTH Pre. No. 1298, Kalikapur Road

ON THE SOUTH Pre. No. 705, Kalikapur Road

ON THE EAST Scheme Plot No.7 & R S Dag No. 47.

ON THE WEST 23' wide KMC Road

SCHEDULE "B"

OWNERS ALLOCATION 50%

The Developer shall Provide 50% FAR in different floors of Premises .

No. 817/5, Kalikapur Road, Police Station: Kasba, Now Garfa,

Assessee No. 311060711750, KMC Ward No. 106, Kolkata: 700099

SCHEDULE C

DEVELOPER ALLOCATION 50%

Shall mean save and except owners allocation of the said new Proposed multistoried storied building of Premises No. 817/5, Kalikapur Road, Police Station: Kasba, Now Garfa, Assessee No. 311060711750, KMC Ward No. 106, Kolkata: 700099.

SCHEDULE "D"

SPECIFICATION

PROJECT TIME : 30months from the date of sanction building plan

TYPE OF

CONSTRUCTION: R.C.C. frame structure made by RAMCO/Ambuja etc.

cement.

PLASTERING : Inside and out side with cement mortar in (6:1).

FLOORING : Floor tiles (2'X2')

IRON: T.M.T

BRICK WORKS : 8"/5" and 3" thickness brick works will be done on

outside and inside walls in cement mortar in (6:1)

and the furnished with plaster of paris.

CONCRETE

: All R.C.C. works in fittings, columns, beams, slab,

lintels, chajja etc. will be done in (1:2:4).

WINDOWS

: aluminum Channel

DOORS

: Sal wood frame and commercial solid flush doors.

TOILETS AND

SANITARY

FITTINGS

: Flooring will be done with floor tiles (2'X2') and

wall tiles (glazed tiles) white colour 61" from floor

level, and all western type commode with one low

down cistern. All sanitary fittings will be ISI Marks

Water lines are of PVC pipe(3/4 inch dia, Supreme

Make) concealed arrangement. All the cistern,

commode, and Wash Basin.will be of white and

outside all pipe will be PVC pipe (Supreme Make).

ELECTRICIAL

Concealed cooper wiring for 5 amp. (Light, fan and

plug) 15amp, in each bedrooms , kitchen, drawing cum dinning, TV & calling Bell. All

electrical materials will be of Havells or Phenolex.

Adequate outlet sockets and Refrigeration, Micro

oven charging point, A.C. point in all bed rooms

will be provided. AC points in ALL bedrooms,

electrical water purifier point & exhaust chimney

in kitchen/dining, geyser point and exhaust fan

point in ALL W.Cs)

KITCHEN

: Flooring shall be Floor tiles (2'X2') with black

stone cooking platform and glazed tiles up to 2'-6"

with one sink and water facilities.

OUT SIDE COLOUR:

Out side weather Coat

Mufausa Mucherja. Wiener Werrehain

INSIDE

Plaster of Paris.

EXTRA WORK

: any extra work other than out of this specification shall be extra charged as decided by our Engineer and such amount shall be deposited before the execution of such work.

IN WITNESS WHEREOF the above named parties have hereunto set and subscribed their hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In the presence of;

WITNESES:

1. Philam Mucheyer

106, Rajdanga Nabapally

R. B. Commetol

Kotkata - too 107

2. Piety Mulhergin 106, Rajdanga Nabapally R.B. Connector Kolkota - 706107 OWNER

viewas Murchy

DEVELOPER

Drafted by:

Alipore Judges Court

WB Kol-27

Wiemen Merrelmy,

Shydrushi Merelesjai

1st finger Middle Finger Ring Finger Small Finger Thumb left hand right hand Signature Niemas Henchyon 1st finger Middle Finger Ring Finger Small Finger Thumb left hand' right hand Signature Shypmali Mucherija 1st finger Middle Finger Ring Finger Small Finger Thumb left hand **PHOTO** right hand Name Signature 1st finger Middle Finger Ring Finger Small Finger Thumb left hand РНОТО right hand Name Signature

Major Information of the Deed

Deed No :	I-1603-07794/2025	Date of Registration 30/04/2025		
Query No / Year	1603-2001167607/2025	Office where deed is registered		
Query Date	29/04/2025 8:30:34 AM	D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name, Address & Other Details	Uttam Kumar Das Alipore Judges Court, Thana: Alipore, District: South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No.: 9830284150, Status: Advocate			
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value Rs. 1/-		Market Value Rs. 1,19,08,335/-		
Rs. 20,120/- (Article:48(g))		Rs. 53/- (Article:E, E)		
Remarks	Ito. 50/- (Atticle.L, L)			

Land Details:

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kalikapur Road, Road Zone: (Other than on P.A.S Connector -- Other than on P.A.S Connector), Premises No: 817/5, Ward No: 106 Pin Code: 70099

Sch No		Khatian Number	Land Use Proposed ROR	Area of Land	A STATE OF THE PROPERTY OF THE PARTY OF THE	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 15 Chatak 23 Sq Ft	1/-	1,19,08,335/-	Width of Approach Road: 23 Ft.,
	Grand	Total:		6.5496Dec	1 /-	119,08,335 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger	print and Signatu	re	
1	Name	Photo	Finger Print	Signature
	Nirmal Mukherjee Son of Late Akshay Mukherjee Executed by: Self, Date of Execution: 30/04/2025 , Admitted by: Self, Date of Admission: 30/04/2025 ,Place : Office		Captured	Yaman rundigi.
		30/04/2025	LTI 30/04/2025	30/04/2025

Ragdanga Nabapally, 106, City:- Not Specified, P.O:- EKTP, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX4, PAN No.:: aexxxxxx8c, Aadhaar No: 99xxxxxxxx0772, Status:Individual, Executed by: Self, Date of Execution: 30/04/2025, Place: Office

Shyamali Mukherjee
Wife of Mr Nirmal
Mukherjee
Executed by: Self, Date of
Execution: 30/04/2025
, Admitted by: Self, Date of
Admission: 30/04/2025 ,Place
: Office

Raidanga Nahanally, 106 City: Not Crasific to Management of Signature

Photo
Finger Print
Signature

Lin
Signature

Signature

Signature

Lin
Signature

Rajdanga Nabapally, 106, City:- Not Specified, P.O:- EKTP, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX9, PAN No.:: AQxxxxxx0Q, Aadhaar No: 22xxxxxxxx3654, Status:Individual, Executed by: Self, Date of Execution: 30/04/2025, Admitted by: Self, Date of Admission: 30/04/2025, Place: Office

Developer Details:

SI Name,Address,Photo,Finger print and Signature

N S Construction

Rajdang Nabapally, 106, City:- Not Specified, P.O:- Ektp, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Date of Incorporation:XX-XX-1XX4, PAN No.:: aexxxxxx8c,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

Name	Photo	Finger Print	Signature
Nirmal Mukherjee (Presentant) Son of Akshya Mukherjee Date of Execution - 30/04/2025, , Admitted by: Self, Date of Admission: 30/04/2025, Place of Admission of Execution: Office		Captured	
	Apr 30 2025 11:11AM	LTI 30/04/2025	30/04/2025 ba, District:-South 24-Parganas,

Rajdanga Nabapally, 106, City:- Not Specified, P.O:- Ektp, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4, PAN No.:: aexxxxxx8c, Aadhaar No: 99xxxxxxxx0772 Status: Representative, Representative of: N S Construction (as Proprietor)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Uttam Kumar Das Son of Mr R R Das Alipore, City:- Not Specified, P.O:- Alipore, P.S:-Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027	凤	Captured	
	30/04/2025	30/04/2025 irmal Mukherjee	30/04/2025

SI.No	From	To. with area (Name-Area)
1	Nirmal Mukherjee	N S Construction-3.27479 Dec
2	Shyamali Mukherjee	N S Construction-3.27479 Dec

Endorsement For Deed Number: I - 160307794 / 2025

On 30-04-2025

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 10:47 hrs on 30-04-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Nirmal Mukherjee ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,19,08,335/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 30/04/2025 by 1. Nirmal Mukherjee, Son of Late Akshay Mukherjee, Ragdanga Nabapally, 106, P.O: EKTP, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by Profession Business, 2. Shyamali Mukherjee, Wife of Mr Nirmal Mukherjee, Rajdanga Nabapally, 106, P.O: EKTP, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by Profession House wife Indetified by Mr Uttam Kumar Das, , , Son of Mr R R Das, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962). [Representative]

Execution is admitted on 30-04-2025 by Nirmal Mukherjee, Proprietor, N S Construction (Sole Proprietoship), Rajdang Nabapally, 106, City:- Not Specified, P.O:- Ektp, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:-

Indetified by Mr Uttam Kumar Das, , , Son of Mr R R Das, Alipore, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/04/2025 1:47PM with Govt. Ref. No: 192025260040658048 on 29-04-2025, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 1950053872925 on 29-04-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 20,020/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 194, Amount: Rs.100.00/-, Date of Purchase: 02/04/2025, Vendor name: S DAS Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/04/2025 1:47PM with Govt. Ref. No: 192025260040658048 on 29-04-2025, Amount Rs: 20,020/-, Bank: SBI EPay (SBIePay), Ref. No. 1950053872925 on 29-04-2025, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

