

अन्टियपैका पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheet/sheets 8 the endorsement sheet or sheets attached with this document are the part of this documents.



Additional District Sub-Registrar Rajarhat New town, North 24-Pgs.

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POWER OF ATTORNEY

1. Date: 03.11.2023

Place: Kolkata

3. Parties

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3.1 SUBRATA MUKHERJEE, son of Sudhir Mukherjee, by faith Hindu, occupation Business, nationality Indian, residing at Kalikapur, Post Office Kashinathpur, Pin-700135, Police Station Rajarhat, District- North 24 Pgs [PAN AZIPM5736A] [Aadhaar No. 8311 0514 5744]

(Grantor, includes successors-in-interest and/or assigns)

And

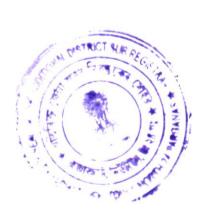
3.2 VINAYAK REALTECH PROPERTIES LLP, a limited liability partnership firm governed by the provisions of the Limited Liability Partnership Act, 2008, having its registered office at T-68, Teghoria Main Road, Behind Lokenath Mandir, Post Office Hatiara, P.S.- Baguiati, Kolkata-700157, District Kolkata, [LLP IN AAQ-5804] [PAN AASFV1939M], represented by one of its partners, Shishir Gupta, son of Late Shri Bhagwan Gupta, by faith Hindu, by occupation Business, nationality Indian, residing at 28, Vidyasagar Street, Post Office & Police Station- Amherst Street, Kolkata 700009, District Kolkata [PAN AIHPG6508N] [Aadhaar No. 7976 5702 7873].

(Attorney, includes successors-in-office, nominees, assigns and authorized representatives).

NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS:

4. Background

- 4.1 Ownership of Said Property: The Grantor are the sole owner and possessor of undivided vacant Bagan (agricultural) land measuring about 3.30 (three point three zero) decimal, equivalent to 2 (two) cottali, more or less, comprised in L.R. Dag Nos. 864, recorded in L.R. Khatian No. 1355, Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of Patharghata Gram Panchayat, Sub-Registration District Rajarhat, District North 24 Parganas (Said Property), more fully described in Schedule below.
- 4.2 **Status of the Attorney:** The Attorney herein along with its nominees and assigns is in the process of procuring lands adjacent to the Said Property from the existing *raiyats* of the adjacent land and properties (collectively **Adjacent Property**) for development of the Said Complex (define below).
- 4.3 Said Complex: The Grantor and the Attorney have jointly agreed and decided to develop the Said Property by construction of a residential-cum-commercial complex within the Said Property and booking and sale of the flats and saleable spaces (collectively Units) in the Said Complex to prospective purchasers (collectively Intending Purchasers).



Rajarhat, New Town, North 24-Pgs

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- Development Agreement: By an Agreement dated 3.11.2023, registered in the Office of the Rejarkat in Book No. I, being Deed No. 152316560 for the year 2023 (Development Agreement), the Grantor have appointed the Attorney as the developer of the Said Property and which shall be a forming part of the development of Said Complex, in the manner and on the terms and conditions contained in the Development Agreement.
- 4.5 Allocation and Demarcation of Respective Entitlements: Allocation and demarcation of the respective entitlements of the Grantor and the Developer in the Said Complex to be constructed on the Said Property and on the Adjacent Property of which the Grantor shall only be entitled to their proportionate shares comprised in the Said Property. The Grantor shall never be entitled to the benefits of the Said Complex but their proportionate respective share in the Said Property even if no construction be made on the Said Property by the Attorney. It is further clarified that FAR shall be in proportion to the actual measurement of the Said Property, if the actual measurement or the actual entitlement of the Grantor to the said Dag decreases due to any reason then the Grantor shall get the allocation as per their actual entitlement and not on the basis of the measurement of the Said Property.
- 4.6 Grantor Allocation: The Development Agreement provides that two flats measuring about 1500 (each flat measuring about 750 sq. ft) sq. ft. (South facing) on the Second Floor and Third Floor of sanctioned saleable area in the Said Complex appurtenant to the proportionate area of the Said Property (based on the actual FAR to be sanctioned by planning authorities) together with an undivided, indivisible, impartible, proportionate share and/or interest in the Said Property shall belong exclusively to the Grantor (Grantor Allocation) and the Grantor shall be entitled to deal with and transfer the Grantor' Allocation exclusively as per the provisions of the Development Agreement. It is clarified that the Grantor Allocation is appurtenant and limited to the proportionate area of the Said Property and not to the total area of the Said Complex.
- 4.7 Attorney's Allocation: The Development Agreement provides that rest portion of the sanctioned saleable area in the Said Complex appurtenant to the Said Property together with an undivided, indivisible, impartible, proportionate share and/or interest in the Said Property shall belong exclusively to the Attorney/Developer (Attorney's Allocation) and the Attorney shall be entitled to deal with and transfer the same exclusively. [It is clarified that (1) the Attorney herein is defined as the Developer in the Development Agreement and (2) the Attorney's Allocation is defined as the Developer's Allocation in the Development Agreement].



Rajarnat, New Yown, North 24-Pgs

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- 4.8 **Power and Authorities Limited to Said Property:** This power and authorities are only limited to the Said Property and does not bind the Attorney and/or its nominees and assigns from dealing with the other parts and portions of the Said Complex within the Adjacent Property.
- 4.9 **Building Plans:** The Grantor may require the building plans to be sanctioned (**Building Plans**) by the Patharghata *Gram Panchayat* and/or the *Zila Parisad* and other statutory authorities including but not limited to Traffic Department, Directorate of Fire Service, Pollution Control Board, Directorate of Lifts, Directorate of Electricity, Urban Land Ceiling Department, West Bengal State Electricity Board and/or WBSEB Limited (collectively **Other Authorities**).
- Agreement, it has been agreed that the Grantor shall grant a Power of Attorney to the Attorney and/or its nominees (1) for causing sanction of the Building Plan by the Patharghata *Gram Panchayat* and/or the *Zila Parisad* and the Other Authorities as well as the powers and authorities with regard to the development of the Said Property along with the Adjacent Property by construction of the Said Complex thereon and (2) for doing all things needful for development of the Said Property and the Adjacent Property by construction of the Said Complex and booking and entering into agreement for sale and sale of proportionate share of land corresponding to the Units in the Said Complex to the Intending Purchasers within the Attorney's Allocation. Accordingly, the Grantor are granting certain powers and authorities to the Attorney, by this Power of Attorney.

5. Subject Matter of Power of Attorney

- 5.1 **Sanction of Building Plans:** Powers and authorities for causing sanction of the Building Plans and ancillary activities incidental thereto.
- 5.2 Construction of Said Complex: Powers and authorities for construction and development of the Said Complex on the Said Property and/or the Adjacent Property as may deem fit by the Attorney in terms of the Development Agreement.
- 5.3 Sale: Powers and authorities for sale of the Units in the Said Complex to the Intending Purchasers within the Attorney's Allocation as attributable to the proportionate area of the Said Property as stated in the Development Agreement as well as Clause 4.6 above.

6. Appointment

6.1 **Hereby Made:** The Grantor hereby nominate, constitute and appoint the Attorney as the lawful Attorney of the Grantor, to do all acts, deeds and things mentioned below, for, in the name of and on behalf of the Grantor.



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7. Powers and Authorities

- 7.1 Sanction, Revalidation, Modification, Extension and Alteration of Building Plans and Other Statutory Compliances: To cause sanction, revalidation, modification, extension and alteration of the Building Plans to be prepared and submitted by appointing a licensed architect and structural engineer and then to have the same sanctioned and/or revalidated and/or modified and/or extended and/or altered and/or revised by the Patharghata *Gram Panchayat* and/or the *Zila Parisad* and the Other Authorities and to pay fees, costs and charges for such sanction, modification, alteration, revision, extension and revalidation as the case may be and upon completion of work, to obtain drainage connection, water connection, occupancy certificate and other certificates from the Patharghata *Gram Panchayat* and/or the *Zila Parisad* and the Other Authorities.
- 7.2 **Dealing with Authorities:** To deal with all authorities including but not limited to Patharghata *Gram Panchayat* and/or the *Zila Parisad* and the Other Authorities for sanction, modification, alteration, extension, revision and revalidation of the Building Plans and obtaining drainage connection, water connection, occupancy certificate and other certificates and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers, as be required.
- 7.3 Connection of Utilities: To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities for the Said Property.
- Regulatory Clearances: To apply for and obtain all requisite statutory clearances/permissions/approvals under various Acts, including but not limited to clearances under (1) Real Estate (Regulation and Development) Act, 2016 and (2) Urban Land (Ceiling & Regulations) Act, 1976 and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.
- 7.5 **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the Said Complex on the Said Property and Adjacent Property.
- 7.6 Construction: To construct temporary sheds and godowns for storage of building materials and running of site office and to construct the Said Complex and/or any other structure on the Said Property and Adjacent Property, in accordance with the Development Agreement.



Rajarnat, New Youn, North 74-Pgs

- 7.7 Contracts for Construction: In relation to such construction, to sign, execute and register any kind of contracts for construction with any third party under the terms and conditions as be deemed fit by the Attorney in accordance with the Development Agreement and without creating any liability or obligation of the Grantor.
- 7.8 **Signing and Execution:** To sign, execute, modify, cancel, alter, draw, submit and present for registration and have registered before the concerned authorities all papers, documents, declarations, affidavits, applications, returns, confirmations and consents for and in connection with sanction, modification, alteration, revision and re-validation of the Building Plans and to have the same registered and obtain all permissions and clearances as may be required for the same.
- Mortgage: To raise loans/project finance from any banks and/or financial 7.9 institution from time to time on the terms and conditions as the Developer may deem necessary and fit, such loans/project finance may be availed by Developer by creating charge or mortgage or encumbrance over such parts or portions of the Said Property/Adjacent Property/Said Complex appurtenant to the Developer's Allocation by executing a Equitable Mortgage and/or by creating English mortgage and/or by registered mortgage and in this regard, the Developer may deposit the original Title Deeds and the originals of the other deeds/documents, if any, with such bank(s) and/or financial institution(s) for securing the loans/project finance. For the aforesaid purpose, the Grantor may join in as a consenting party or may execute any documents (if required by the bank/financial institution). Further, the Developer may execute letters evidencing deposit of title deeds/other documents, confirmation of deposit of title deeds/other documents, deliver the title deeds/other documents and to receive back the title Deeds/other documents, etc. Notwithstanding the above, the Developer shall take loans/project finance without creating any charge/encumbrance/liability in respect of Grantor Allocation. It is, however, clearly understood that the Grantor, at no point of time, shall be responsible for any debts/loans/project finance raised by the Developer. The Developer shall remain liable and responsible for the repayment of the aforesaid specific borrowings and shall keep the Grantor fully safe, harmless and indemnified in respect thereof.
- 7.10 Acceptance of Papers: To accept notices and service of papers from Patharghata *Gram Panchayat* and/or the *Zila Parisad*, Fire Brigade, Competent Authority under the Urban Land Ceiling and Regulation Act, 1976, Airport Authority, Police, both Civil Court and Criminal Courts, Land and Land Reforms Department and/or any other statutory authorities and/or other persons.



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- 7.11 **Granting Receipts:** To receive and pay and/or deposit moneys including fees, rent, interest from any person or persons, body or bodies, authority or authorities and receive fund and to receive and grant valid receipts and discharges in respect thereof.
- 7.12 Land Revenue: To make payment of up-to-date land revenue/municipal/local authority taxes in respect of the Said Property by way of approaching the concerned authorities and obtaining necessary orders for such payment and to collect receipts thereof.
- 7.13 **Outgoings:** To pay all outgoings, including Panchayat Taxes etc. in respect of the Said Property and to collect receipts therefor.
- 7.14 **Mutation:** To take all necessary steps and to sign and submit all papers, applications and documents to record the Grantor name (if required) as owners of the Said Property in the office of Patharghata *Gram Panchayat* and/or the *Zila Parisad* and/or any Other concerned authorities and to pay fees, costs and charges for that purpose.
- 7.15 **Watch and Ward:** To employ and appoint watchmen, guards and other security personnel for the Said Complex comprises of the Said Property and the Adjacent Property.
- 7.16 **Appointment:** To appoint architects, structural engineers, civil engineers, overseers, contractors, solicitors, advocates, chartered accountants and/or such other agents as may be required for effectually discharging the powers and authorities granted herein.
- 7.17 **Negotiation and Sale:** To negotiate for sale and sell the Units under Developer's Allocation in the Said Complex to the Intending Purchasers, on terms and conditions as be deemed fit by the Attorney and to prepare, sign, execute and deliver agreements, conveyances and other instruments in this regard.
- 7.18 **Receive Payments:** To receive all payments with regard to the sale of the Units in the Said Complex from the Intending Purchasers and acknowledge receipt of the payments.
- 7.19 **Permissions and Clearances:** To apply for and obtain all kind of permissions and clearances required for entering into such agreements, conveyances and instruments including but not limited to clearance under the Income Tax Act, 1961, for transfer of the Units in the Said Complex to the Intending Purchasers.
- 7.20 **Registration and Authentication:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated all agreements, conveyances and other



Additional District Sub-Registral, Rajarhat, New Jown, Jorth 24-Pgs

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instruments as aforesaid and in particular to present for registration, admit execution, have registered and obtain original of all agreements, conveyances and other instruments for sale of the Units in the Said Complex.

7.21 **Legal Action:** To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of the Said Property and to accept any notice and service of papers from any Court, Tribunal, Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court Fees etc.

8. Ratification

8.1 **Hereby Made:** The Grantor hereby ratify and confirm and agree to ratify and confirm all lawful actions of the Attorney in pursuance of this Power of Attorney.

Schedule

(Said Property)

[Subject matter of Agreement]

Undivided bagan (agricultural) land measuring 3.30 (three point three zero) decimal, equivalent to 2 (two) cottah, more or less, comprised in L.R. Dag Nos. 864, recorded in L.R. Khatian Nos. 1355, Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, within the jurisdiction of Patharghata Gram Panchayat, Sub-Registration District Rajarhat, District North 24 Parganas, and the Said Property is butted and bounded as follows:

On the North: By part of R.S./L.R. Dag no. 864

On the South: Plot no. 14 & by part of R.S./L.R. Dag no. 864

On the East: 10ft. wide common passage (kancha)

On the West: Plot no. 16B & by Part of R.S./L.R. Dag no. 864.

Together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.

The details of the Said Property are tabulated below:

R.S./L.R. Dag No.	L.R. Khatian No.	Classification	Area Owned as per Deed (in decimal)
864	1355	Bagan	3.30

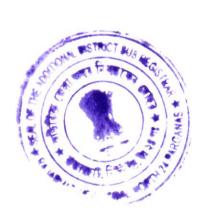


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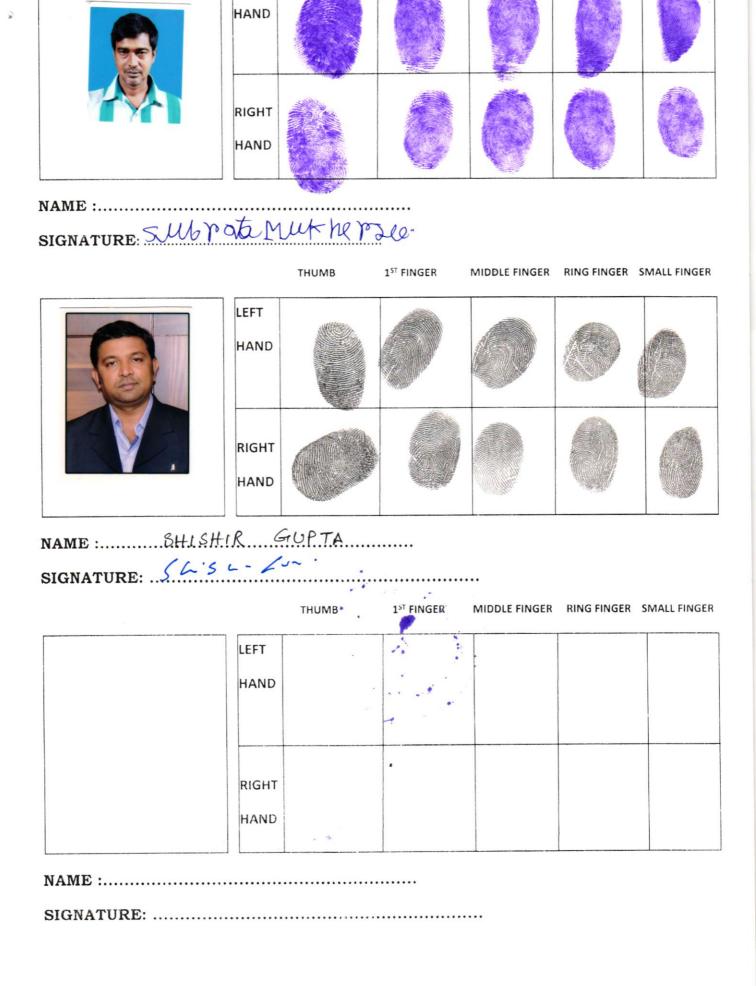
- 9. Execution and Delivery
- 9.1 **In Witness Whereof** the Parties have executed this Power of Attorney on the above date.

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	[Gran	ntor]
	VINAYAK REALTECH I	PROPERTIES LLP
	2 F. 2 F-	signated Partner
	De	Signature .
	[Attor	rney]
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Drafted by: Louis Paul		
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Advocate	le:	
Witnesses:		
Signature Jayan &	Jeeg-	Signature Subhadip dey
Signature Sayan & Name Sayan B	æg-	Name SUBHRADIP DEY
Father's Name Bhay		Father's Name SUBODH KRDEY
Address <i>T-68 Teg</i>		Address 84 DEYPARA MONIRAMPORE
Main Road		BKP - KOL -120



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Major Information of the Deed

Deed No:	I-1523-16571/2023			
Query No / Year		Date of Registration	03/11/2023	
CHILD THE RESIDENCE OF STREET AND A STREET AS A STREET	1523-8002742922/2023	Office where deed is registered		
Query Date	03/11/2023 4:08:16 PM	A.D.S.R. RAJARHAT, District: North 24-Pargan		
Applicant Name, Address & Other Details	NIBEDITA GOSWAMI HIGH COURT,Thana: Hare Street, I Mobile No.: 9073678180, Status: Ad	District : Kallanta WESS		
Transaction	的复数电影 医多种性 医皮肤 医多种性 医多种性 医皮肤	Additional Transaction		
[0138] Sale, Development F	Power of Attorney after Registered			
Development Agreement	or Attorney after Registered	[4305] Other than Immov	able Property,	
Set Forth value		Declaration [No of Decla	ration : 2]	
Rs. 1/-	(1982) 12 (2012) 12 (2014) 11 (2014) 12 (2014	Market Value	建设设施 医神经性皮肤	
Stampduty Paid(SD)		Rs. 10,39,500/-	1111年11日 111日 111日 11日 11日 11日 11日 11日 1	
		Registration Fee Paid		
Rs. 100/- (Article:48(g))		Rs. 21/- (Article:E, E)	医对性性医療改善员名使用 医乳头	
Remarks	Development Power of Attorney after No/Year]:- 152316560/2023	Registered Development A	greement of [Deed	

Land Details:

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur, Pin Code: 700135

Sch	Number	Khatian Number	Land Proposed	USE	Area of Land	SetForth	Market Value (In Rs.)	Pin Code : 700135 Other Details
L1	LR-864	LR-1355	Bastu	Bastu	2 Katha	1/-	10,39,500/-	Width of Approach Road: 10 Ft
	Grand	Total:			3.3Dec	1 /-		Project Name:

Principal Details:

SI No	Name,Address,Photo,Finger	orint and Signatu	ire	
1	Name	Photo	Finger Print	The state of the s
	Mr Subrata Mukherjee Son of Mr Samir Mukherjee Executed by: Self, Date of Execution: 03/11/2023 , Admitted by: Self, Date of Admission: 03/11/2023 ,Place : Office		Captured	Suc prote run remain
-		03/11/2023	LTI 03/11/2023	03/11/2023
1	City:- Not Specified, P.O:- Ka India, PIN:- 700135 Sex: Mal AZxxxxxx6A, Aadhaar No: 83 Execution: 03/11/2023 , Admitted by: Self, Date of A	xxxxxxxx5744,	Status :Individ	crict:-North 24-Parganas, West Bengal, n: Business, Citizen of: India, PAN No.: ual, Executed by: Self, Date of



Attorney Details :

SI No	Name, Address, Photo, Finger print and Signature
	Vinayak Realtech Properties LLP T-68 TEGHORIA MAIN ROAD, City:- Not Specified, P.O:- HATIARA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, PAN No.:: AAxxxxxxx9M,Aadhaar No Not Provided by UIDAI, Status

Representative Details:

Name	Photo	Finger Driet	10000000000000000000000000000000000000
Mr SHISHIR GUPTA	NO COURS DOLLARS AND	Finger Print	Signature
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Son of Late SHRI BHAGWAN	图 图 图 图 图		
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District:-Kolkata West Bongal	ity Not Specified	, P.O:- AMHERST S	03/11/2023 STREET, P.S:-Amharst Street, Easte: Hindu, Occupation: Busine
Citizen of: India Danie	India, PIN:- 7000	009. Sex: Male Ry C	caste: Hindu, Occupation: Busine 873 Status : Representative,

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PRABIR SARDAR Son of Mr BISWANATH SARDAR , SARDAR PARA KALIKAPUR, City:-, P.O:- KASHINATHPUR, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135		Captured	force garage.
dentifier Of Mr Subrata Mukherjee, Mr	03/11/2023	03/11/2023	03/11/2023

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1 Mr S		Vinayak Realtech Properties LLP-3.3 Dec



Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikanur, Bin Codo (70040)

No	Plot & Khatian Number	Journa Of Land	Owner name in English
L1		Owner:সুরভ মুখাজী ., Gurdian:সুধীর , Address:নিজ , Classification:বাগান, Area:0.03000000 Acre,	Owner Name and by Applicant



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Endorsement For Deed Number : I - 152316571 / 2023

On 03-11-2023

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

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

Presented for registration at 16:24 hrs on 03-11-2023, at the Office of the A.D.S.R. RAJARHAT by Mr SHISHIR

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

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

Execution is admitted on 03/11/2023 by Mr Subrata Mukherjee, Son of Mr Samir Mukherjee, P.O: Kashinathpur, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Business Indetified by Mr PRABIR SARDAR, , , Son of Mr BISWANATH SARDAR, , SARDAR PARA KALIKAPUR, P.O: KASHINATHPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by

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

Execution is admitted on 03-11-2023 by Mr SHISHIR GUPTA, PARTNER, Vinayak Realtech Properties LLP, T-68 TEGHORIA MAIN ROAD, City:- Not Specified, P.O:- HATIARA, P.S:-Baguiati, District:-North 24-Parganas, West

Indetified by Mr PRABIR SARDAR, , , Son of Mr BISWANATH SARDAR, , SARDAR PARA KALIKAPUR, P.O: KASHINATHPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by profession Business Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 70/- and Stamp Duty paid by Stamp Rs 100.00/-

1. Stamp: Type: Impressed, Serial no 2510, Amount: Rs.100.00/-, Date of Purchase: 11/08/2023, Vendor name: MITA

Sanjoy Basak ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT North 24-Parganas, West Bengal



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2023, Page from 562075 to 562091 being No 152316571 for the year 2023.



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Digitally signed by SANJOY BASAK Date: 2023.11.17 10:25:33 +05:30 Reason: Digital Signing of Deed.

(Sanjoy Basak) 17/11/2023 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.

