

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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21/10/21

DEVELOPMENT POWER OF ATTORNEY

DEVELOPMENT of POWER OF This on ooth ATTORNEY has been entered into at Kolkata Day of .. October ...,2021 ("Effective Date").

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SUMO CONSTRUCTION Proprietor 1 SAMBHU NATH JAISWAL (PAN NO ACXPJ3731E), (Adhar No.879747211449) S/O Lt. Kamrakh Lal Jaiswal, by faith Hindu, Nationality – Indian ,by occupation Business, residing at 5B/3 Shibtola Lane ,P.S Narkeldanga Ward No-36,Kolkata-15 hereinafter called principal do hereby appoint, nominate and constitute FARUK KHAN (Pan No. ALUPK1316Q),(Adhar No223324072832) S/o Lt. M.R. Khan proprietor of M/S SUMO CONSTRUCTION (Lic. No. 003121013270) having its office at 5A Patwar Bagan Lane Kolkata- 700009 P.O. & P.S.- Amherst Street hereinafter called Attorney to do the following acts, deeds and thing in the companies name and behalf.

WHEREAS:

The First party herein are the absolute owners of ALL THAT undivided share of the piece and parcel of Bastu Land at measuring about 6 Cottahs 2 Chittacks Sq.ft. a little more or less together with an old Ground Floor tenanted building standing thereon being the KMC recorded Assessee number:- 110361300038 of the Premises No. 5B/3 Shibtola Lane ,P.S Narkeldanga Ward No-36,Kolkata-700015, AND other premises 3 Cottahs 6 Chittacks vacant land thereon being the KMC recorded Assessee number:-120361300051 of the Premises No. 5B/H/7 Shibtola Lane ,P.S Narkeldanga Ward No-36,Kolkata-700015 within the municipal limits of Kolkata Municipal Corporation.



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Owner herein, have engaged **FARUK KHAN** S/o Lt. M.R Khan proprietor as the developer for the development and construction of a residential / commercial/ multistoried building (PROJECT), on the aforesaid premises described in the Schedule thereto.

The Owners herein are further desirous of granting necessary powers and authorities to the developer inter alia for the purpose of smooth, effective and speedy development and construction of the project upon the entire piece and parcel of land containing an area of 6 Cottahs 2 Chittacks Sq.ft. a little more or less AND anathers construction of the project upon the entire piece and parcel of land containing an area 3 Cottahs 6 Chittacks vacant land, as per the terms laid down in the Development Agreement dated 08 19 2021.

NOW KNOW ALL MEN BY THESE PRESENTS, that we, the said SAMBHU NATH JAISWAL being Owner herein, do hereby nominate, constitute and appoint the said FARUK KHAN (Pan No. ALUPK1316Q) Mob No. 8017666111 S/o Lt. M.R. Khan proprietor of M/S SUMO CONSTRUCTION (Lic. No. 003121013270) having its office at 5A Patwar Bagan Lane Kolkata-700009 P.O. & P.S.- Amherst Street, as our true and lawful Attorney and Agent, in our name and on our behalf, to execute and perform or cause to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned hereinafter:

1. To receive permissive possession of the said Property from the authority and to hold, manage and maintain such permissive possession for the

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purpose of execution of the development scheme and/or construction of the project in accordance with the terms and conditions contained in the Development Agreement.

- 2. To have the said premises surveyed and measured to pay for such surveys and have Plans prepared.
- 3. To appoint consultants and experts for soil testing and also to appoint and engage Architects, Engineers/ Experts, Electrical Engineers, Drainage and Plumbing Engineers / Experts, Electrical Engineers and Contractors and all other experts or Consultants as may be deemed necessary by the Developer for developing the said Property.
- To draw or prepare the necessary Plans and /or applications for requisite permission sanctions for development and construction of the proposed building over the said property as may be necessary and for the same purpose, to sign, verify and re verify all applications, forms, undertakings, declarations, papers and documents.
- To sign all papers and documents applications and letters necessary for seeking permission from the authorities and all other departments obtaining permissions for development and construction of the Project at the said Premises.
- 6. To appear and represent us before the Kolkata Municipal Corporation, Calcutta Electric Supply Corporation , Collector, Land Acquisition Requisition Department KMDA (Kolkata Metropolitan, Development Authority), K.I.T

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Proprietor

7. To do all matters and things that may be necessary for the work of construction and to enter into all correspondence and sign all letters and documents, letters, applications, papers, declarations, indemnity bond, undertaking and to file and defend all suit, proceedings, litigations, appeals, Vakalat namas that may be necessary in this behalf and to deal with and/or negotiate with any person and/or occupier in the said Premises and to take necessary steps which our said Attorney at his own discretion shall think fit and proper.

8. To sign, execute and deliver all or any Agreement and all instruments pertaining to the Developers allocation (save and except Owner's allocation) as mentioned in the said Development Agreement and in terms of the said Development Agreement dated 08/10/21 to execute and registerany Deed/Documents in favour of the Kolkata Municipal Corporation that may be required for obtaining sanction Building Plan, Sale Deed/ Transfer Deed in favour of intending Purchaser Only For Developer Allocation or before Notary public or before any commissioner for similar purposes development and portions of the building or

apportionment to be constructed at the said

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premises.

- 9. To sign, execute, enter into, modify, cancel, alter, draw and approve agreements and/or admit the execution thereof and get such documents duly registered and all papers, documents, contracts, agreements, declarations, affidavit, applications, confirmations, consents and other documents as may in any way be required to be so done for and in connection with the development and allotment of the land or any part thereof receive and/or premises/unit premium/consideration, service charges, taxes and other amounts thereof and grant valid receipt and discharges for the same.
- 10. To enter into any Agreement/ Instrument for negotiations or to finalise all sale pertaining to the Developers Allocation (Save and except Owners Allocation) of the building to be constructed at the said premises on such terms and condition, consideration, stipulations, provisions as our said Attorney shall think fit and proper with any prospective Purchaser / Buyer(s) and to accept therefrom any amount in advance / earnest money and agree to pay in installments and the manner of full and final payment and to give valid receipt(s) and discharge in respect thereof and to put the Purchaser / Buyer(s) in possession of the Flat or portion agreed to be sold and or transferred (save and except, the Owners allocation).
- 11. To sell, transfer, convey and assign or otherwise dispose of several Flats, Car Parking Space from the Developers Allocation in the

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Schedule below property (save and except Owners allocation as mentioned in the Development Agreement) or any part thereof to any person firm etc, and to sign execute and register all deeds, agreements, instruments and to do all acts things as our said Attorney may deem necessary or proper for in relation to all or any of the purposes or matters aforesaid

- 12. To deliver possession and / or make over the constructed Flats/ Car Parking Space pertaining to the Developers allocation in terms of the said Development Agreement and to issue letter of possession in respect thereof and to do all and everything that shall be necessary for completing the sale, lease, assign or otherwise in compromise of the deal finalized, but such, delivery of possession in favour of the intending Purchasers shall not be made until the Developer handover the Flat to the Owners in terms of the Agreement for Development.
- 13. To file complaint with the Magistrate or any other concerned authority for protecting the said Premises/ Property and /or the buildings to be constructed thereon against, all unlawful acts, if done by anybody and prosecute the same.
- 14. To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including arbitration proceedings and demands, touching any of the matters aforesaid and also if thought fit, to compromise, refer to arbitration, abandon, submit to judgment or

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become non-suited in any such action or proceedings as aforesaid, before any Court, Civil, Criminal or Revenue, including Rent Controller and Small Cases Court in connection with the development scheme and/or construction of the project as provided in the said agreement particularly to protect and safeguard the interest of the Owner and to sign all vokalatnamas, plaints, petition memos to appeal and/or appeals and other paper and documents in this regards.

- 15. To appear before Notary Publics, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrates and all other Officer or Officers and authority or authorities as contained herein and/or as provided in the said agreement
- 16. To engage Architect, L.B.S, Solicitors, Advocates and other legal agents and sign all Vakalatnama, Authorizations and to revoke such appointments and to appoint others in his place and to make payment of their fees.
- 17. To engage and appoint Architects and Consultants, cause preparations of Building Plans, appear before the Municipality and other authorities and Government Departments and/or Officers and also all other State, Executive, Judicial or Quasi-judicial, Municipal and other authorities and also all Courts and Tribunals, for

all matters connected with the development and construction of the said Premises and/or other

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buildings on the Land and connections of utilities and in connection therewith, to sign all papers and documents in this regard.

- 18.To accept notices and service of papers from any Court, Tribunal, Postal and/or other authorities and/or persons.
- 19.To pay deposit all rates, taxes, sanction fees and all other charges expenses and outgoings whatsoever payable for and on account of the said Premises or any part thereof.
- 20. To pay all such money and incur all costs charges and expenses from time as shall be required for the purpose of development of the said premises and construction of the building and completion thereof.
- 21.To receive all money and grant receipts and discharges in respect of the amount to be received on sale and dispose of flats Car Parking Space save and except Owners allocation.
- 22.To do all acts and things as may be necessary appropriate or expedient for such assurance as may be necessary for the completion of the sale as aforesaid from the Developers allocation.
- 23.To obtain Drainage Connection, water Connection from Kolkata Municipal Corporation and Electricity Connection from CESC Limited and to bring utility services on our behalf.

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- 24. To apply for and obtain such permissions, as be necessary for obtaining steel, cement, bricks and other construction and building materials and construction equipment and to appoint contractors and/or sub-contractors for the purpose of construction of the said Project.
- 25. To apply for and obtain electricity, water, gas, sewage and/or connections of any other utilities, permits for lifts and also the completion and other certificates from the Municipality and/or other authorities.
- 26. To warn off and prohibit any trespasser on the Land or any parts thereof and to take appropriate steps, whether by legal action or otherwise.
- 27. To pay and discharge all or any debt or debts, sum or sums due or hereafter to become due or owing by any person(s), Office, Local Authority relating to our said Premises and to receive valid receipt in our names and on our behalf.
- 28. To pay all outgoing, including Municipal Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the said Land and receive refunds and other moneys, including compensation of any nature and to grant valid receipt and/or discharge therefore.
- 29. To give, undertakings, assurance and indemnities, as be required for the purposes aforesaid.

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Proprietor

- 30. To appear and represent the Owners before all authorities, make commitments and give undertakings as be required for all or any of the purposes herein contained.
- 32. And to grant NOC with owner consent to the individual allottees for the purpose of obtaining of housing loan from the institutions and banks and/or any other authorities for the purpose of obtaining of units in the said-project.
- 33. To do all such other acts, deeds and things as shall be necessary from time to time for and in relation to and/or in connection with the aforesaid matters of development of the said Property/ Premises; and construction of the building and completion of the project in connection with the intended building and constructions thereof AND we the Owners hereto do confirm accept and agree that all such shall be binding on us and we do hereby ratify and confirm and agree to confirm and ratify all such acts, deeds and things that shall be done by the said Attorney by virtue of the authorities and powers hereby confirmed as for their own acts, deeds and things as if done by us.

AND DO HEREBY declare and confirm that Powers and authorization hereby granted and conferred shall remain in force during continuance of the said Development Agreement. PROVIDED HOWEVER that the said Attorney shall not relate any financial liability on the owners herein and shall keep the owners fully indemnified against all actions, suits, costs demands and expenses in respect thereof.

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AND this Power of Attorney will automatically cease to operate after completion of the project in all respect.

AND GENERALLY to do all acts, deeds, matters and things concerning the said premises in which we may be interested and on our behalf to execute and do all acts deeds matters and things as fully effectually in all respects as we ourselves could do the same, if personally present.

AND we do hereby ratify and confirm and agree to and confirm all and whatsoever our said Attorney shall - lawfully do or cause to be done in or about the aforesaid premises, so long as the Development Agreement is valid and subsisting.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of Bastu land measuring about 6 Cottah 2 Chittacks a little more or less together with an old Ground Floor tenanted building standing thereon being the KMC recorded Assessee No:- 110361300038 of the Premises No.5B/3, Shibtola Lanc, Police Station Narkeldanga, Ward No.36, Kolkata-700015 partly occupied by tenants therein together with dilapidated Cround Floor structure standing thereon measuring more or less 1500 Sq.ft. cemented floor lying and situated on the 5room used for residential on ground floor with one toilet AND another premises ALL THAT the piece and parcel of vacant land measuring 3 Cottah 6 Chittacks thereon being KMC recorded Assessee No:-120361300051 of the Premises No. 5B/H/7, Shibtola Lane, Police Station Narkeldanga, Ward No.36, Kolkata-700015, more or less within the limits of Kolkata Municipal Corporation and the said premises is butted and bounded as follows:

Shamble Nath gairero Faccus proprietor

ON THE NORTH: partly by Shibtola Lane

ON THE SOUTH: Lot 'A'

ON THE EAST: partly by Lot-'C'. & partly by Beleghata Road

ON THE WEST: Gurupada Road

THE SECOND SCHEDULE ABOVE REFERRED TO(OWNERS

ALLOCATION)

the owners' allocation shall be distributed in the following manner:-

- 1. The Owners Allocation shall include the following: (i) 50% of the total construction area of the proposed building with all existing tenants/occupiers portion.(15T Floor, 3RD Floor, 50% Of The Ground Floo And 50% Of The 5th Floor)
- (ii) If 1(one) additional floor will be constructed there shall be owners allocation of 50%.
- 2. The Owners shall be entitled to transfer or otherwise deal with the Owners allocation in the new building after getting their share of allocation. The Developers will complete the Owners allocation within the time period as mentioned herein and handover possession of the Owners allocation to the Owners.

THE THIRD SCHEDULE ABOVE REFERRED TO DEVELOPER'S ALLOCATION

- 50% of the total construction area of the proposed building . (i) (2nd Floor, 4th Floor, 50% of Ground Floor And 50% Of The 5th Floor)
- If 1(one) additional floor will be construct there shall be developer allocation of 50%.

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SUMO CONSTRUCTION Fregul khurs

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their hands and seals the day month and year first above.

SIGNED SEALED AND DELIVERED By the OWNER at Kolkata in the presence of: -Accepted: 1. planiableh 71, A.P.C. Road 2. Shamong lun Shambtu Matt gaijuns 5A, PATWARBAGAN KANE, KOL-7,00009 (Signature of the Vendor) SIGNED SEALED AND DELIVERED By the DEVELOPER at Kolkata in the presence of :-Accepted: 1. Same uller H, A.P.C. Rocest SUMO CONSTRUCTION Fauck khem Proprietor SA, PATWAR BACLAN KANE, KOL-700009 (Signature of the Developer) Draftedd By Me Sublosh chesha Advocate -112/4/76, Sealdah court KOI-14



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. SEALDAH, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16068002083778/2021

SI No.		nt Category	admitting the Execu	Finger Prin	Signature with
1	Mr Shambhu Nath Jaiswal Alias Sambhu Nath Jaiswal 5B/3, Shibtola Lane, City:- No Specified, P.O:- Tangra P.S:-Narikeldanga, District:-South 24- Parganas, West Bengal, India, PIN:- 700015				date
SI No.	Name of the Executan	Category	Photo	Finger Print	Signature with
	Faruk Khan 5A, Patwar Bagan Lane, City:- Not Specified, P.O:- Amherst Street, P.S:-Amherst Street, District:-Kolkata, West Bengal, India, PIN:- 700009	alive of			Tar white
SI I o.	Name and Address of identifier	Identifier o	of Photo	Finger Print	Signature with
Sp La Sp An An Dis	Mr Son of Faruk Khan A. Patwar Bagan Ane. City:- Not Decified, P.O:- Inherst Street, Strict:-Kolkata, Pest Bengal, India, N:- 700009	hambhu Nath Jais	swal, Faruk		.3

(Kaushik Ray)

Major Inform

	wajor Information	ı of the Deed		
Onte Other Details	I-1606-04427/2021 1606-8002083778/2021 09/10/2021 2:29:25 PM A Bagchi	Office where deed is registered 1606-8002083778/2021		
	Power of Attorney after Registered			
Set Forth value	3.000			
Rs. 3/-		Market Value		
tampduty Paid(SD)		Rs. 3,88,11,600/-		
Rs. 50/- (Article:48(g))	31.	Registration Fee Paid		
emarks		Rs. 7/- (Article:E)		
	Development Power of Attorney afto No/Year]:- 160604365/2021 Receissuing the assement slip.(Urban are	er Registered Development Agreement of [Deed ved Rs. 50/- (FIFTY only) from the applicant for ea)		
Land Details :				
District: South 24-Parganas, I ane, , Premises No: 5B/3, , \	P.S:- Narikeldanga, Corporation: KOL Ward No: 036 Pin Code : 700015	KATA MUNICIPAL CORPORATION, Rc ad: Sibtala		
Sch Plot Khatian	Land Use Area of Land	SetForth Market Other Details		

No Plot Khatia No Number Numbe	n Land U Proposed R	lse OR	Area of Land		Market Value (In Rs.)	
	Bastu		6 Katha 2 Chatak	1/-		Property is on Road , Project Name :

District: South 24-Parganas, P.S:- Narikeldanga, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sibtala Lane, , Premises No: 5B/H/7, , Ward No: 036 Pin Code : 700015

Sch No L2	and the same of th		Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
		E	Bastu		3 Katha 6 Chatak	1/-	1,36,44,450/-	Property is on Road , Project Name:
	Grand Tot	al:			15.675Dec	2 /-	384,06,600 /-	

Structure Details:

Sch No-	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L2	1500 Sq Ft.	1/-		Structure Type: Structure

Gr. Floor, Area of floor: 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

Total:	1500 sq ft	1 /	4.05.000.4	
	.000 34 11	1 /-	4,05,000 /-	

Aails:

Address, Photo, Finger print and Signature

Shambhu Nath Jaiswal, (Alias: Sambhu Nath Jaiswal)

on of Late Kamrakh Lal Jaiswal 5B/3, Shibtola Lane, City:- Not Specified, P.O:- Tangra, P.S:-Narikeldanga, bistrict:-South 24-Parganas, West Bengal, India, PIN:- 700015 Sex: Male, By Caste: Hindu, Occupation: Business Citizen of: India, PAN No.:: ACxxxxxxx1E, Aadhaar No: 87xxxxxxxx1449, Status :Individual, Executed by: Self.

Admitted by: Self, Date of Admission: 09/10/2021 Place: Pvt. Residence, Executed by: Self, Date of Execution: 09/10/2021

Admitted by: Self, Date of Admission: 09/10/2021 ,Place: Pvt. Residence

Attorney Details :

S) Name, Address, Photo, Finger print and Signature Ms. SUMO CONSTRUCTION 5A, Patwar Bagan Lane, City:- Not Specified, P.O.- Amherst Street, P.S.-Amherst Street, District:-Kolkata, West Bengal, India, PIN:- 700009, PAN No.:: ALxxxxxx6Q,Aadhaar No Not Provided by UIDAI, Status :Crganization.

Representative Details:

Name, Address, Photo, Finger print and Signature 1 Faruk Khan (Presentant)	A Company of the second of the
Son of Late MR Khan 5A, Patwar Bagan Lane, City:- Not Street, District:-Kolkata, West Bengal, India, PIN:- 700009 Business, Citizen of: India, , PAN No.:: ALxxxxxx6Q, Aadh Representative, Representative of : Ms. SUMO CONSTRU	, sox. wale, by caste, wuslim, Occupation.

Identifier Details :

Name: Shanawaz Khan	Photo	Finger Print	Signature
Son of Faruk Khan			The second of th
A, Patwar Bagan Lane, City:- Not pecified, P.O:- Amherst Street, P.S:- mherst Street, District:-Kolkata, West			
engal, India, PIN:- 700009			-
entifier Of Mr Shambhu Nath Jaiswal,	Forul III		

property for L1	Catedra :
Shambhu Nalh Jaiswal	To. with area (Name-Area) Ms SUMG CONSTRUCTION
No From	Ms SUMG CONSTRUCTION-10 1062 Dec
Mr Shambhu Nath Jaiswal Transfer of property for S1	To. with area (Name-Area) Ms. SUMO CONSTRUCTION 5.56875 Dec
SI.NO From	
1 Mr Shambhu Nath Jaiswal	To. with area (Name-Area) Ms. SUMO CONSTRUCTION-1500.00000000 Sq Ft

Endorsement For Deed Number : I - 160604427 / 2021

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

ted for registration at 15.30 hrs. on 09-10-2021, at the Private residence, by Faruk Khan ,

efficate 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 3.88,11,600/-

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

Execution is admitted on 09/10/2021 by Mr Shambhu Nath Jaiswal, Alias Sambhu Nath Jaiswal, Son of Late Kamrakh Lal Jaiswal, 5B/3, Shibtola Lane, P.O. Tangra, Thana: Narikeldanga, , South 24-Parganas, WEST BENGAL, India, P. C. - 700015, by caste Hindu, by Profession Business

Indetified by Shanawaz Khan, . . Son of Faruk Khan, 5A, Patwar Bagan Lane, P.O: Amherst Street, Thana: Amherst Street, , Kolkata, WEST BENGAL, India, PIN - 700009, by caste Muslim, by profession Business

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

Execution is admitted on 09-10-2021 by Faruk Khan, proprietor, Ms. SUMO CONSTRUCTION, 5A, Pa. var Bagan Lane, City:- Not Specified, P.O:- Amherst Street, P.S:-Amherst Street, District:-Kolkata, West Bengal, India. PIN:-

Indetified by Shanawaz Khan, , , Son of Faruk Khan, 5A, Patwar Bagan Lane, P.O: Amherst Street, Thana: Amherst Street, , Kolkata, WEST BENGAL, India, PIN - 700009, by caste Muslim, by profession Business

Kaushik Ray ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH

South 24-Parganas, West Bengal

On 21-10-2021

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, Articl. number : 48 (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 7/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 50/- and Stamp Duty paid by Stamp Rs 50/-Description of Stamp

1. Stamp: Type: Impressed, Serial no 207560, Amount: Rs.50/-, Date of Purchase: 26/03/2021, Vendor name: S CHATTERJEE

/ Barm

Sudikshit Roy Barma ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Fule 69.

Registered in Book - I

Volume number 1606-2021, Page from 184818 to 184843 being No 160604427 for the year 2021.



allery.

Digitally signed by Kaushik Ray Date: 2021.11,17 12:33:36 +05:30 Reason: Digital Signing of Deed.

(3)

(Kaushik Ray) 2021/11/17 12:33:36 PM ADDITIONAL DISTRICT SUB-REGISTRAR DFFICE OF THE A.D.S.R. SEALDAH Vest Bengal.

(This document is digitally signed.)