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Additional Registrar of Assurances-IV, Kolkata

Certified that the Document is admitted of Registration. The SignatureSheet and the endorsement sheets attached to this document are the part this Ducuments

Additional Registrat of Assurances-IV, Kolkate

5 SEP 2023

## SUPPLEMENTARY AGREEMENT

Police Station - Sankrail District – Howrah

DOITIGNAL REGISTRAR THIS SUPPLEMENTARY AGREEMENT, is made on this 5th day of september two thousand twenty three

BETWEEN

2427/2013 25,08,2023 7014 and - a 1 ma city vent Sankrail, Housel Andul Arbapara 12 am 711302. 50 নিকা 14 লাম্প জেন্তারের মান সরকার হাওড়া ঝালেরিবের WINGON PATT REPART Ade in bestieds at the Openment is admitted of ill bes tontenues figuraturestates and the andorsement meets stacked to this deciment. are the part in a first out ere <sup>1</sup>S. Magnieral Registration of the second secon אר לוונסחטן הפקובורטי סו Stelloy Vi. 5 SEP 2023 2001 Mut have 310 Knokbh. Mikisea Ps. J. Somfrail, to College Road ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA Dist. Howrah. 711302 - 5 SEP 2023 

SRI ARUNAVA MITRA (PAN – DYNPM2814L) (AADHAAR – 6176 6651 6633) son of Late Amitava Mitra, by occupation Retired, by faith-Hindu, residing at Jhorehat Pachalpara, Post Office-Jhorehat, Police Station- Sankrail, District-Howrah, 711302, West Bengal, hereinafter called and referred to as the "LAND OWNER" FIRST PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successorsin-interest, legal representatives and assigns) parties of the FIRST PART.

### AND

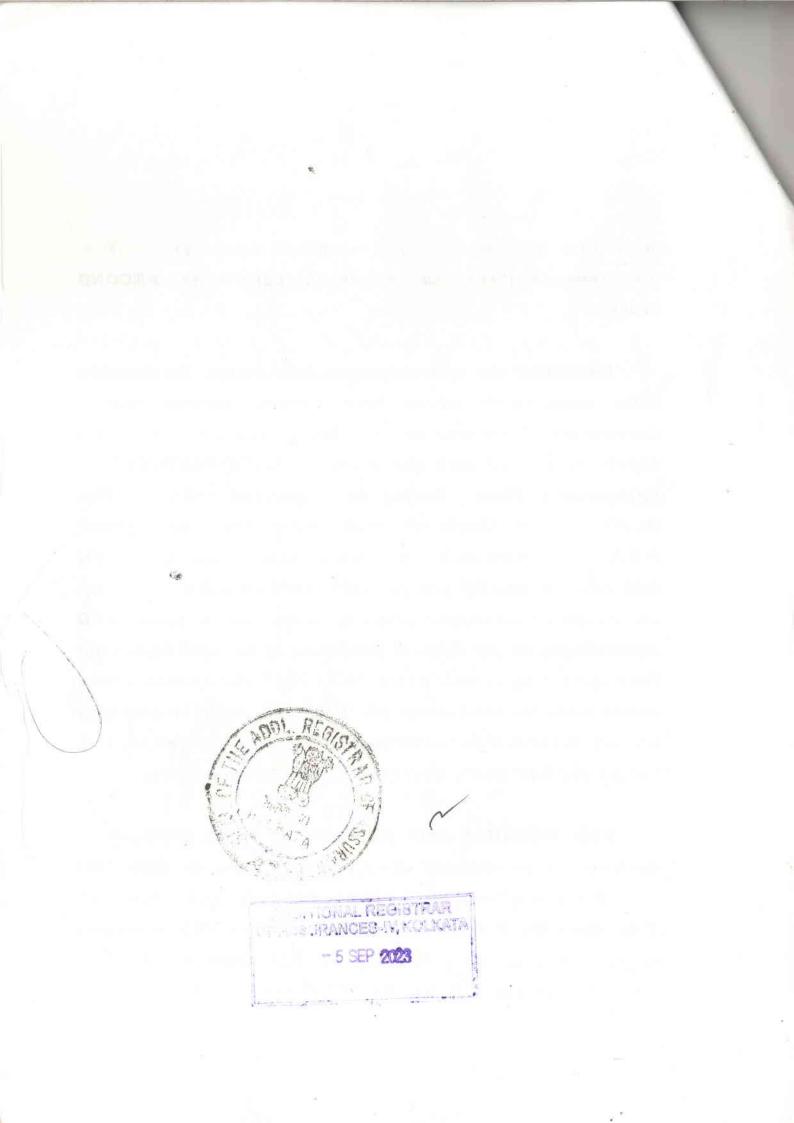
"CITY VENTURE" (PAN - AASFC3889R) a Partnership Firm, having its Registered Office at Flat No.503, Ayaan Apartment, Andul Purbapara, Andul Mouri, P.S-Sankrail, Howrah-711302, represented by its Partners (1) SRI PRITAM NAYEK (PAN-AOOPN7346E) (AADHAR - 8296 4703 7769) son of Sri Pankaj Nayek by faith Hindu, by occupation Business by Nationality Indian residing at Village – Prasastha, Post Office – Andul-Mouri, Police Station – Domjur, District Howrah-711302, West Bengal, India and (2) SMT. NITI MISHRA (PAN: HZUPM0335L AND AADHAAR: 3977 8900 **6214)** w/o. Shri Rahul Kumar Mishra, by faith Hindu, by occupation business, by Nationality Indian residing at Chak Sikhari, Sant Ravidas Nagar, Uttar Pradesh - 221304, India hereinafter called and referred the" to as **DEVELOPER/CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to



mean and include its heirs, executors, successors-in-office, legal representatives and assigns) the party of the **SECOND PART.** 

WHEREAS the aforementioned land owner, Sri Arunava Mitra along with others land owners, entered into а Development Agreement on 19th day of May 2023, being no. 190407063 of 2023 with the Developer "CITY VENTURE" a **Partnership Firm** having its Registered Office at Flat No.503, Ayaan Apartment, Andul Purbapara, Andul Mouri, P.S-Sankrail, Howrah-711302, represented by its Partners (1) SRI PRITAM NAYEK and (2) SMT. NITI MISHRA to develop the Schedule mentioned property herein under below AND accordingly as per terms & conditions of the said Registered Development Agreement dated 19.05.2023, the aforesaid land owner being the land owner No. 1 therein, would be allocated one self contained flat admeasuring 550 Sqft. covered area on the ground floor North West Corner of proposed building.

**AND WHEREAS** after the execution of the aforesaid " Agreement for Development" dated 19.5.2023, being no. 190407063 of 2023 a G+IV storied residential building plan got sanctioned, Vide Memo No. 87/032/HZP/PS dated 12.06.2023 in respect of the said property of R.S. Dag No. 721 under R.S. Khatian No. 785 at present L.R. Dag No. 767 under L.R. Khatian Nos.



6019, 8018, 5849, 6012, 6015, 6013, 6014, 6016 & 6017 of Mouza – Jhorehat, P.S. Sankrail, J.L. No. 30, under Jhorehat Gram Panchayet, District Howrah – 7110302 from Howrah Zilla Parishad, issued by District Engineer, **AND** it appears from the said Sanctioned Building Plan issued by Howrah Zilla Parishad dated 12.06.2023 that all the flats from the 1<sup>st</sup> floor to 4<sup>th</sup> floor, have been sanctioned by the authority for residential units and ground floor has been sanctioned mainly for Car Parking purpose.

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\*AND WHEREAS as the terms & conditions of the said Registered Development Agreement dated 19.05.2023, finds the term of the allocation for the landowner no. 1, that the land owner No. 1 therein, will be allocated one self contained flat admeasuring 550 Sqft. covered area on the ground floor North West Corner of proposed building whereas subsequently as the authority has sanctioned ground floor of proposed building only for Car Parking purpose, it is now mutually agreed by and between the parties that the said owner No. 1 will be allocated one self contained flat admeasuring the same area, i.e. 550 Sqft. covered area on the 4<sup>th</sup> floor North West corner instead of Ground floor of proposed building, out of the Developer's Allocation, without affecting / changing / interfering to the other Landowners' allocations which will remain the same as described in the said Development Agreement dated 19.5.2023, and simultaneously the Developer' allocation will include the aforesaid same share of 550 sq.ft covered area on the ground floor North West Corner of the proposed building, and as such a Supplementary Agreement is urgently needed to be executed in the light of the said sanctioned building plan in order to affirm and assert the said change to be effected in allocation of the Landowner no. 1. Accordingly the Developer has communicated a letter of intimation over the aforesaid change in land owner no. 1's allocation, to all the land owners on 26.7.2023, by postal service.

**Save and except** the aforesaid term, all other remaining terms and conditions of the principal Registered Development Agreement dated 19.5.2023, will remain unchanged and/or unaltered and the said Development Agreement dated 19.05.2023 will also be binding upon the parties to this agreement and also to the aforesaid Principal Agreement dated 19.5.2023, for all times and for all purpose with **FREE FROM ALL ENCUMBRANCES**.

The parties in connection with the principal 'Agreement for Development' dated 19.5.2023, are desirous and have consented to amend the principal Agreement dated 19.5.2023 by executing this Agreement by and between the landowner no. 1. and the Developer subject to terms and conditions hereinafter contained.

### NOW IT IS AGREED AS FOLLOWS :

- **1.** This Supplementary Agreement will be treated, read and construed as an integral part of the principal Development Agreement dated 19.05.2023, and supplemental to the principal Development Agreement dated 19.05.2023.
- 2. The parties agree that the said principal Agreement for Development, this Supplementary as amended by Agreement, shall remain in full force and effect in N'all accordance with its terms, and with effect from and including the date hereof and during the period in which the amendments made by this Supplementary Agreement are to have effect, all references to the principal "Agreement for Development", "herein", "hereof", "hereunder" as if the terms of this Supplementary Agreement were inserted therein by way of addition or substitution as the case may be.
  - 3. The clause, 2.8 of the Article II, the Second Schedule and the Third Schedule of the principal Agreement for Development dated 19.5.2023 being no. 190407063 of 2023, are amended by substituting the following paragraphs respectively :

2.8. of Article II, **OWNERS' ALLOCATION** : shall mean allocation for five FLATS/UNIT in the following manners :

On the Fourth floor North West Corner admeasuring **550 Sqft.** Covered area for land owner No. 1 herein ;

On the First floor North-East corner admeasuring **700 Sqft.** Covered area for land owner No. 3 herein ;-

On the First floor North West corner admeasuring **550 Sqft.** Covered area for land owner Nos. 8 & 9 herein ;

On the Third floor North-East corner admeasuring **550 Sqft.** Covered area for land owner Nos. 4,5,6 & 7 herein ;

On the Third floor North-West corner admeasuring **550 Sqft.** Covered area for land owner No. 2 herein;

i.e. total area of five flats measuring about 2,900 Sqft. covered area provided the aforesaid allocation shall be effected to the Deed of Partition to be executed among the coowners/landowners as aforesaid the party of the First Part, after construction out of total constructed area proposed to be constructed together with undivided impartiable proportionate share or interest of land including the common facilities, common parts, common portions and common amenities appurtenant to the building which is to be allotted as per physical allocation which is morefully described in the SECOND SCHEDULE herein underwritten attached thereto to be completed in all respects in habitable condition as per

specification given in the **FIFTH SCHEDULE** thereunder written.

### THE SECOND SCHEDULE ABOVE REFERRED TO ( The Owners' Allocation )

**ALLTHAT** an area to be allotted for five **FLATS/UNITS** in the following manners :-

On the Fourth floor North West Corner admeasuring **550 Sqft.** Covered area for land owner No. 1 herein ;

On the First floor North-East corner admeasuring **700 Sqft.** Covered area for land owner No. 3 herein ;

On the First floor North West corner admeasuring **550 Sqft.** Covered area for land owner Nos. 8 & 9 herein ;

On the Third floor North-East corner admeasuring **550 Sqft.** Covered area for land owner Nos. 4,5,6 & 7 herein ;

On the Third floor North-West corner admeasuring **550 Sqft.** Covered area for land owner No. 2 herein;

i.e. total area of five flats measuring about 2,900 Sqft. covered area provided the aforesaid allocation shall be effected to the Deed of Partition to be executed among the coowners as aforesaid the party of the First Part, after construction out of total constructed area proposed to be constructed together with undivided impartible proportionate

share or interest of land including the common facilities, common parts, common portions and common amenities appurtenant to the building which is to be allotted as per physical allocation, thereto to be completed in all respects in habitable condition as per specification given in the **FIFTH SCHEDULE** thereunder written.

### THE THIRD SCHEDULE ABOVE REFERRED TO

### (The Developer's Allocation)

**ALL THAT** an area of remaining area of the building (save and except of the Owners' Allocation) to be constructed (G+IV) five multistoried building on the aforesaid land at the said premises together with undivided proportionate share in the land and in common areas and facilities and amenities inclusive roof of the building on prorate basis and the said property absolutely shall be the property of the Developer and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser/purchasers teamsters, by and mode of Transfer of property act and/or lease, let out or in any manner with the same as the absolute owner thereof.

**IN WITNESS WHEREOF** the parties hereto have executed and delivered this Supplementary Agreement hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED, SEALED & DELIVERED

by the withinnamed **OWNERS/ FIRST PART** in the presence of

### WITNESSES :-

1. Rahn Kumar misha molel Purch Parca Howsah. 7/1302

2. hint Makh

Ander Those Dist - Howord, 711302 Drafted & Prepared by:

Mouseuni Singha Mousumi Singha

Advocate, Enrol. No. F 1249/2006, High Court

69, Raja Ram Mohan Roy Road, Kolkata-700008, Ascenara richa

Signature of the Land owner

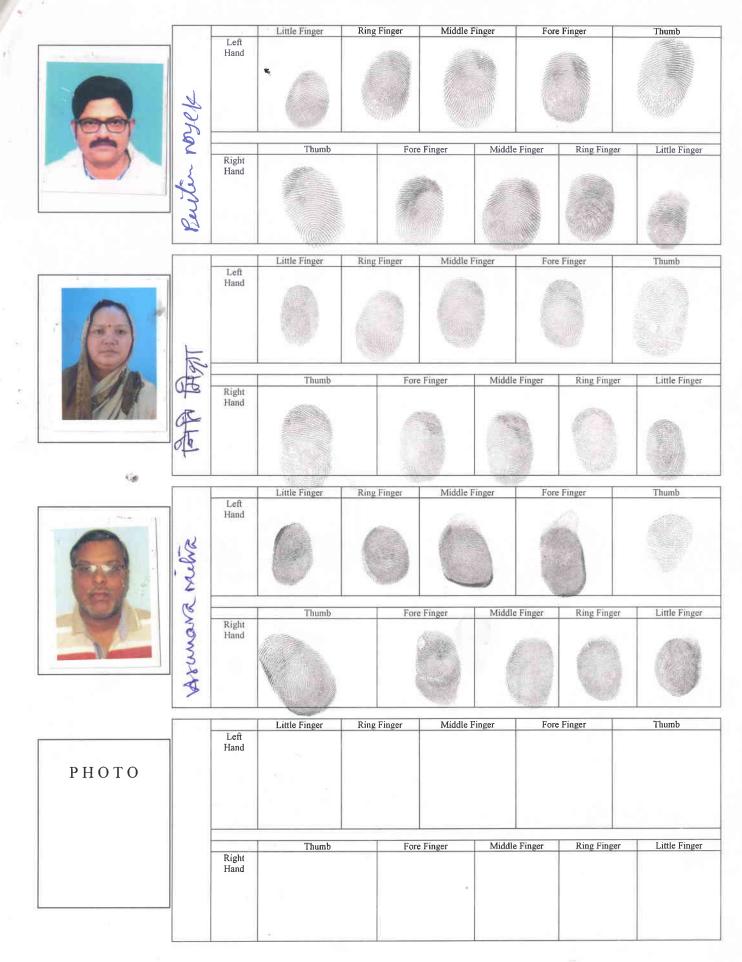
CITY VENTURE Periter Noyele

म्हारी भीषी

Partner

Signature of the **Developer/** Second party "CITY VENTURE" Represented by its Partners 1. SRI PRITAM NAYEK 2. SMT. NITI MISHRA

### SPECIMEN FORM FOR TEN FINGERPRINTS



Scor 20

# **CITY VENTURE**

Registered Office at Flat No. 503,Ayaan Apartment , Andul Purbapara, Andul Mouri, P.S-Sankrail, Howrab-711302 Mobile No: +91 70035 75824 98367 62883

X

### Date: 26.7.2023

То

- 1. Sri ArunavaMitra,
- 2. Smt.DipaliMitra,
- 3. Sri IndranilMitra,
- 4. Smt. JabaMitra,
- 5. Sri SumantaMitra,
- 6. Smt. Susmita Ghosh,
- 7. Smt. ArpitaBardhan,
- 8. Smt. NanditaMitra,
- 9. Sri SaayanMitra,

(Landowners nos. 1 to 9vide Dev. Agree. 190407063 of 2023),

**Ref.**"Agreementfor Development" dated 19.5.2023, being no. 190407063 of 2023

**Sub.** Notice for supplementary Agreement to be executed pursuant to the aforesaid Development Agreement dated 19.5.2023,

### Dear All,

We have the pleasure to inform you that we are going to execute a Supplementary Agreement in connection with the aforesaid 'Agreement for Development'dated 19.5.2023, by and between you (Landowners as aforesaid) and us(Developer as aforesaid) for the purpose of developing yours' land of JhorehatMouza, wherein the allocations of all of you with specific location in the proposed Building, have been mentioned but subsequently the sanctioned building planbeing Memo no. 87/032/H2P/PS dt 12.6.23, has found a little change affecting the allocation of only the Landowner no. 1, regarding his one unit / flat and as such a Supplementary Agreement is urgently needed to be

Page | 1

Registered Office at Flat No. 503,Ayaan Apartment , Andul Purbapara, Andul Mouri, P.S-Sankrail, Howrah-711302

Mobile No: +91 70035 75824 98367 62883

Sla-17

executed in the light of the said sanctioned building plan in order to affirm and assert a change to be effected in allocation of the Landowner no. 1, without affecting / changing / interfering to the other Landowners' allocations as described in the said Development Agreement dated 19.5.2023.

This is to confirm and place on record that as per the aforesaid 'Agreement for Development' dated 19.5.2023, the allocation of the Landowner no. 1, is 550 sq.ft. covered area on the Ground floor North West corner, which will be replaced/altered by the Fourth Floor North West Cornerwhereto the Landowner no. 1 shall be entitled, and that will be effected in our proposed 'Supplementary Agreement' to be executed by and between the Landowner no. 1 and us.

This is further to confirm that neither you nor we have any objection, claim or demand whatsoever against each other in this regard and the landowner no. 1, shall be handed over the Fourth Floor North West Corner on construction of the building from us.

We further confirm and undertake that we shall do further acts and deeds as may be required to the situation and /or as may be required by the law for giving further better effect to the aforesaid change of Allocation and to clear any ambiguity as regards the allocation as mentioned in the original Development Agreement and its consequent Supplementary Agreement.

In view of the above you are requested to co-operate with us in this regard,

Thanks & Regards

CITY VENTURE Peiten Noyetz



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### \*Major Information of the Deed

Deed No :	I-1904-12780/2023	Date of Registration	05/09/2023	
Query No / Year	1904-2002160383/2023	Office where deed is re	egistered	
Query Date	23/08/2023 12:17:32 PM	A.R.A IV KOLKATA, District: Kolkata		
Applicant Name, Address & Other Details	Pritam Nayak Thana : DOMJUR, District : Howrah, \ :Seller/Executant	WEST BENGAL, Mobile N	lo. : 7003575824, Status	
Transaction		Additional Transaction		
[0901] Declaration, Declara	tion relating to immovable property			
Set Forth value		Market Value		
		Rs. 23,65,605/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 50/- (Article:4)		Rs. 73/- (Article:E)		
Remarks				

### Land Details :

District: Howrah, P.S:- Sankrail, Gram Panchayat: JHORHAT, Mouza: Jhorhat, JI No: 30, Pin Code : 711302

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	LR-767 (RS :- )	•	Bastu	Sali	6.0115 Dec		16,23,105/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road, ,Last Reference Deed No :1904-I -07063- 2023
	Grand	Total :			6.0115Dec	0 /-	16,23,105 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1100 Sq Ft.	0/-	7,42,500/-	Structure Type: Structure
		groups in the			Age of Structure: 5 Years, Roof Type

### Declarant Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>City Venture</b> AYAN APARTMENT, Block/Sector: ANDUL PURBAPARA, Flat No: 503, P.C. Roy to College Road, City:- Not Specified, P.O:- ANDUL MOURU, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302, PAN No.:: AAxxxxx9R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Name	Photo	Finger Print	Signature
Mr ARUNAVA MITRA Son of Late AMITAVA MITRA Executed by: Self, Date of Execution: 05/09/2023 , Admitted by: Self, Date of Admission: 05/09/2023 ,Place : Office			Armer rifz
	05/09/2023	LTI 05/09/2023	05/09/2023

JOREHAT PACHALPARA, P.C. Roy to College Road, City:- Not Specified, P.O:- JOREHAT, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: DYxxxxx4L, Aadhaar No: 61xxxxxx6633, Status :Individual, Executed by: Self, Date of Execution: 05/09/2023 , Admitted by: Self, Date of Admission: 05/09/2023 ,Place : Office

### **Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature							
1	Name	Photo	Finger Print	Signature				
	Mr PRITAM NAYEK (Presentant) Son of Mr PANKAJ NAYEK Date of Execution - 05/09/2023, , Admitted by: Self, Date of Admission: 05/09/2023, Place of Admission of Execution: Office			Perter Noyere				
		Sep 5 2023 1:46PM	LTI 05/09/2023	05/09/2023				
	PIN:- / ITSUZ, Sex. Male, by C	aste. I initu, Oc	cupation. Dusine	ss, Citizen of: India, , PAN No.::				
2	AOxxxxx6E, Aadhaar No: 82 (as PARTNER)	Photo	tatus : Represent	Signature				
2	AOxxxxxx6E, Aadhaar No: 82x (as PARTNER)	xxxxxxxx7769 S	tatus : Represent	tative, Representative of : City Venture				
2	AOxxxxx6E, Aadhaar No: 82x (as PARTNER) Name Ms NITI MISHRA Wife of Mr RAHUL KUMAR Date of Execution - 05/09/2023, Admitted by: Self, Date of Admission: 05/09/2023, Place of	xxxxxxxx7769 S	tatus : Represent	tative, Representative of : City Venture Signature				

Identifier Details :			
Name	Photo	Finger Print	Signature
Mr PROSENJIT MUKHERJEE Son of Late PROKASH MUKHERJEE JOHRAT, P.C. Roy to College Road, City:-, P.O:- ANDUL MOURI, P.S:- Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302			Pint Minter a
	05/09/2023	05/09/2023	05/09/2023
Identifier Of Mr ARUNAVA MITRA, Mr	PRITAM NAYEK,	Ms NITI MISHRA	

### Land Details as per Land Record

1.

District: Howrah, P.S:- Sankrail, Gram Panchayat: JHORHAT, Mouza: Jhorhat, JI No: 30, Pin Code : 711302

Sch	Plot & Khatian	Details Of Land	Owner name in English
No	Number		as selected by Applicant
L1	LR Plot No:- 767		Seller is not the recorded Owner as per Applicant.

#### Endorsement For Deed Number : I - 190412780 / 2023

#### On 05-09-2023

#### 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 : 4 of Indian Stamp Act 1899.

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

Presented for registration at 12:33 hrs on 05-09-2023, at the Office of the A.R.A. - IV KOLKATA by Mr PRITAM NAYEK ,.

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

Execution is admitted on 05/09/2023 by Mr ARUNAVA MITRA, Son of Late AMITAVA MITRA, JOREHAT PACHALPARA, Road: P.C. Roy to College Road, , P.O: JOREHAT, Thana: Sankrail, , Howrah, WEST BENGAL, India, PIN - 711302, by caste Hindu, by Profession Retired Person

Indetified by Mr PROSENJIT MUKHERJEE, , , Son of Late PROKASH MUKHERJEE, JOHRAT, Road: P.C. Roy to College Road, , P.O: ANDUL MOURI, Thana: Sankrail, , Howrah, WEST BENGAL, India, PIN - 711302, by caste Hindu, by profession Business

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

Execution is admitted on 05-09-2023 by Mr PRITAM NAYEK, PARTNER, City Venture (Partnership Firm), AYAN APARTMENT, Block/Sector: ANDUL PURBAPARA, Flat No: 503, P.C. Roy to College Road, City:- Not Specified, P.O:- ANDUL MOURU, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302

Indetified by Mr PROSENJIT MUKHERJEE, , , Son of Late PROKASH MUKHERJEE, JOHRAT, Road: P.C. Roy to College Road, , P.O: ANDUL MOURI, Thana: Sankrail, , Howrah, WEST BENGAL, India, PIN - 711302, by caste Hindu, by profession Business

Execution is admitted on 05-09-2023 by Ms NITI MISHRA, PARTNER, City Venture (Partnership Firm), AYAN APARTMENT, Block/Sector: ANDUL PURBAPARA, Flat No: 503, P.C. Roy to College Road, City:- Not Specified, P.O:-ANDUL MOURU, P.S:-Sankrail, District:-Howrah, West Bengal, India, PIN:- 711302

Indetified by Mr PROSENJIT MUKHERJEE, , , Son of Late PROKASH MUKHERJEE, JOHRAT, Road: P.C. Roy to College Road, , P.O: ANDUL MOURI, Thana: Sankrail, , Howrah, WEST BENGAL, India, PIN - 711302, by caste Hindu, by profession Business

#### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 73.00/- (E = Rs 7.00/-, I = Rs 55.00/-, M(a) = Rs 7.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 73.00/-

### **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10/- and Stamp Duty paid by Stamp Rs 50.00/-Description of Stamp

1. Stamp: Type: Impressed, Serial no 7014, Amount: Rs.50.00/-, Date of Purchase: 25/08/2023, Vendor name: A Sarkar

mm

Mohul Mukhopadhyay ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA Kolkata, West Bengal egistered in Book - I Volume number 1904-2023, Page from 672539 to 672561 being No 190412780 for the year 2023.



Digitally signed by MOHUL MUKHOPADHYAY Date: 2023.09.25 15:32:33 +05:30 Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 25/09/2023 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.