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AMARIAN & Co.

Advocate)

AMARIAN & Co.

CODE NO. (1067) LICENCED NO. 20 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (0.9.)
HIGH COURT, KOLKATA-700 001

1.0 FEB 2022

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23 FEB_2022

hereinafter referred to as the "FIRST PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or interest) of the **ONE PART**.

AND

M/s. R.S. Constraction a Proprietorship firm represented by <u>SRI</u> RADHESHYAM SAHA, (PAN - AKZPS9689Q, Aadhaar No.6113 7451 4728), Mob-9073183112, son of Late Hari Pada Saha, years, by faith- Hindu, Indian, residing at 2/H/2, Taltala Lane, P.O. Entally, P.S. Taltala, Kolkata-700014, hereinafter called and referred to as the "SECOND PARTY" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, representatives and/or assigns) of the OTHER PART:

WHEREAS:

1

- A. The ANNAPURNA TRUST, the First Party herein are the sole and absolute owners of All That piece and parcel of Land measuring about 4(four) Cottahs 14(fourteen) Chittacks and 0(zero) Sq.ft. be the same a little more or less Together With asbestos shed measuring about 1000 Sq.ft. lying erected and/or built thereat situate lying at and being Municipal Premises No.20/1, Hindusthan Park vide Assessee No.11-086-15-0709-9, P.S. Gariahat, Ward No.86, Kolkata 700 029 and the three sides of the said premises covered with brick-wall and the western of the said premises is having 20 Feet wide K.M.C. Road connecting Rash Behari Avenue and Hindusthan Park being the entrance road, more fully and particularly described in the *Schedule* hereunder written (hereinafter referred to as the "said Premises").
- B. After the death of **Buddhadev Biswas** the trusty-cum-secretary of the Annapurna Trust on dated 23rd January 2021, **MR PINAKI MUKHERJEE** (PAN AXEPM4570C, Aadhaar No. 3670 3873 2448,) had been appointed as the new trusty-cum-secretary of the Annapurna Trust vied resolution dated 15/03/2021.
- C. By virtue of an Agreement for Development dated the 26th December, 2019 registered in Book No.I, Volume No.1605-2020, Pages from 2156 to 2236, Being No.160507488 for the year 2019 at the office of the A.D.S.R. Alipore (hereinafter referred to as the "Agreement for Development dated 26.12.2019"), the Annapurna Trust, the First Party herein had retained and appointed Sri Radheshyam Saha, Sole Proprietor of Messrs R. S. Construction, the Second Party herein as the Developer and further entrusted to him development of the "said Premises" being land and premises No.20/1, Hindusthan Park, Ward No. 86, Kolkata 700 029, described in *Schedule "A"* written thereunder and also

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described in the *Schedule* hereunder written, for the consideration and on the terms and conditions therein recorded.

- D. In pursuance of the said "Agreement for Development dated 26.12.2019", The Annapurna Trust, the First Party herein had executed Power of Attorney dated the 31st December, 2019 registered in Book No.I, Volume No.1605-2020, Pages from 8591 to 8621, Being No.160500069 for the year 2020 at the office of the A.D.S.R. Alipore appointing the said Sri Radheshyam Saha, Proprietor of Messrs R. S. Construction, the Second Party herein as its Constituted Attorney to represent the Annapurna Trust and further to do various acts, deeds, matters and things in its name and on its behalf for carrying out development of the "said Premises" being land and premises No.20/1, Hindusthan Park, Ward No. 86, Kolkata 700 029, more fully described in the *Schedule* thereunder written and also described in the *Schedule* hereunder written (hereinafter referred to as the "Power of Attorney dated 31.12.2019").
- E. Pending the carrying out of development of the "said Premises" and construction of the proposed building thereat by the Second Party Sri Radheshyam Saha, Proprietor of Messrs R. S. Construction as per the said "Agreement for Development dated 26.12.2019", the said Sri Radheshyam Saha has co-opted (1) Md. Monirul Islam Mullick (2) Sri Debatosh Roy and (3) Prajapati Nirman LLP (PAN No. ABAFP9949A), represented by its Designated Partner Sri Sandeep Saraogi (PAN No. AIIPS2104F, Aadhaar No.: 3900 3022 6095) as Partners in his said proprietorship concern Messrs R. S. Construction by virtue of Deed of Partnership dated the 17th day of September, 2021 and thereupon the said Proprietorship concern Messrs R. S. Construction has ceased to exist.
- F. In view of change in the constitution of the said proprietorship concern as aforesaid and further Sri Radheshyam Saha along with (1) Md. Monirul Islam Mullick (2) Sri Debatosh Roy and (3) Prajapati Nirman LLP having formed a Partnership Firm under the said name and style of R. S. Construction as aforesaid, both the First and Second Parties hereto have mutually agreed and decided for cancellation of the said "Agreement for Development dated 26.12.2019".
- G. In the premises aforesaid, in order to avoid all future disputes and misunderstandings the parties hereto have agreed to record and confirm the cancellation of the said "Agreement for Development dated 26.12.2019".

NOW THIS DEED WITNESSETH as follows:-

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- 1. It is declared and recorded that Sri Radheshyam Saha, the First Party herein having co-opted and admitted (1) Md. Monirul Islam Mullick (2) Sri Debatosh Roy and (3) Prajapati Nirman LLP represented by its Designated Partner Sri Sandeep Saraogi as his Partners and having further commenced Partnership under the firm name and style of "R. S. CONSTRUCTION" having PAN: ABDFR8952N by virtue of Deed of Partnership dated 17.09.2021, having its registered office at 208, Rash Behari Avenue, 1st Floor, Kolkata-700029, P.S. Gariahat as aforesaid, the said proprietorship concern Messrs R. S. Construction has ceased to exist.
- 2. It is also declared and recorded that in view of the said proprietorship concern Messrs R. S. Construction having ceased to exist as aforesaid, the said "Agreement for Development dated 26.12.2019" in respect of the "said Premises", more fully described in the Schedule hereunder written has stood cancelled and/or terminated and/or unenforceable.
- The First and Second Parties abovenamed, in the premises aforesaid agree, declare and confirm cancellation and/or termination of the said "Agreement for Development dated 26.12.2019".
- 4. Sri Radheshyam Saha, the Second Party herein hereby also agree, declare and confirm that in the premises aforesaid, the Second Party herein shall not be entitled to claim any right, title or interest of any nature under and in pursuance of the said "Agreement for Development dated 26.12.2019" and/or in respect of the "said Premises" or portion thereof nor be entitled to do any act, deed, matter or thing in pursuance of the said "Agreement for Development dated 26.12.2019", which have duly been cancelled and/or terminated and/or revoked as aforesaid.
- 5. The Second Party doth hereby further agree, declare and confirm that in view of cancellation of the said "Agreement for Development dated 26.12.2019" as hereinbefore recorded, The Annapurna Trust, the First Party herein shall be entitled to enter into Development Agreement with the said Partnership Firm of R. S. Construction and further to entrust the development of the "said Premises" to the said Firm on mutually agreed terms.
- 6. It is declared that besides the said "Agreement for Development dated 26.12.2019" there have been no other oral or written understanding or commitment whatsoever or howsoever between the parties and, if any, the same also stands completely revoked and cancelled absolutely and forever.

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- 7. The Second Party further declare and confirm that as the sole Proprietor of Messrs R. S. Construction, he has not done or omitted to do any act, deed or thing, whereby or by reason whereof the "said Premises" could be encumbered or fastened with any obligation or liability whatsoever or howsoever.
- 8. The Second Party declares and confirms that in view of cancellation of the said "Agreement for Development dated 26.12.2019" as aforesaid, he has duly delivered and restored and/or be deemed to have delivered and/or restored the possession of the "said Premises" to the First Party at or before the execution hereof.
- 9. The First and Second Parties hereto further agree to sign, execute and register such further or other deeds or documents as also to do such further acts, deeds, matters and things as may be required for more effective cancellation of the said "Agreement for Development dated 26.12.2019".
- 10. The parties hereto further declare and confirm that in the premises aforesaid, there remain no dispute or claim of any nature whatsoever concerning or relating to the "said Premises" and/or in pursuance of the said "Agreement for Development dated 26.12.2019", which has duly been cancelled and/or terminated as hereinbefore recorded and confirmed.

THE SCHEDULE ABOVE REFERRED TO

"said Premises"

All That piece and parcel of Land measuring about 4(four) Cottahs 14(fourteen) Chittacks and 0(zero) Sq.ft. be the same a little more or less Together With asbestos shed measuring about 1000 Sq.ft. lying erected and/or built thereat situate lying at and being Municipal Premises No.20/1, Hindusthan Park vide Assessee No.11-086-15-0709-9, P.S. Gariahat, Ward No.86, Kolkata – 700 029 and the three sides of the said premises covered with brick-wall and the western of the said premises is having 20 Feet wide K.M.C. Road connecting Rash Behari Avenue and Hindusthan Park being the entrance road and the same butted and bounded as follows:-

ON THE NORTH: By the Premises No. 208, Rash Behari Avenue;

ON THE SOUTH : By the 20, Hindusthan Park, under Schedule I Lot

A 1 in the name of Amal Kumar Ghosh,

ON THE EAST : By Premises No. 21,21A, B.C. Hindusthan Park,

ON THE WEST : 20 Feet wide KMC Road, connecting R. B. Avenue

& Hindusthan Park vice-versa.

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<u>IN WITNESS WHEREOF</u> the Parties hereto have put their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the **First Party** abovenamed at Kolkata in the presence of:

> Amal Kerman Shah 810 Late Digendra North Chash 20, Hindusthan Paul Korhata - 700029

SIGNED SEALED AND DELIVERED
by the Second Party abovenamed at
Kolkata in the presence of:

1) Amal Kuman Gloch

2) Kannshing flown 5. Sonom Graya Tople St

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ANNAPURNA TRUST
PINAKI MUKHERJEE

Lively Mulhee Secretary / Trustee

ANNAPURNA TRUST

About Municipal

Trustee/Beneficiary

R. S. CONSTRUCTION

Proprietor

Prepared & Drafted By: B.K.Jain & Co. (Advocates) 6A,K.S.Roy Road, Kolkata-700001 Sandeep Jain, Advocate Enrolment No. F-961/1373/96.

SPECIMEN FORM FOR TEN FINGERPRINTERS

Ov l'edion Signature of the SI. executants/and/ No. or purchaser Presentants Little Ring Middle Fore Thumb (Left Hand) Thumb Little Fore Middle Ring (Right Hand) Little Ring Middle Fore Thumb (Left Hand) Ring Little Thumb Fore Middle (Right Hand) Little Ring. Middle Fore Thumb (Left Hand) Middle Ring Little Thumb Fore (Right Hand)

आराकर विमाग INCOMETAX DEPARTMENT ANNAPURNA



भारत सरकार GOVT. OF INDIA



20/05/2010

Paramenent Account Number

AAEAA0584A

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PINANI WUNHERJEE

Secretary / Trustee ANNAPURNA TRUST ANNAPURNA TRUST

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ভারত সরকার Government of India

শিলাকী ম্থাজী Pinaki Mukherjee পিতা এবাদ কুমার মুখাজী Father : Probal Kumar Mukherjee

Father : Probal Kumar Mukherje জন্মতারিখ / DOB 24/07/1988 দুরুখ / Male



3670 3873 2448

আধার – সাধারণ মানুষের অধিকার

Birahi Mohyce Rivahi Mohyce



ভারতীয় রিমিট মার্ড্য প্রাধিকরণ Unique Identification Authority of India

ঠিকনো:

104/এন, নারায়ন রায় রোড, পূর্ব বড়িশা, দক্ষিণ ২৪ পরগনা, বড়িশা, পশ্চিম বঙ্গ, 700008 Address: 104/N, NARAYAN ROY ROAD, Purba Barisha, South 24 Parganas, Barisha, West Bengal, 700008

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1947 1900 300 1947 nelp@uidai.gov.in

WWW

www.uidai.gov.in

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आयकर विभाग भारत सरकार INCOME TAX DEPARTMENT GOVT. OF INDIA ABARNA MUKHERJEE AMAL KUMAR GHOSH 25/05/1990 Permanant Account Number BAUPG3296F A. Hukkeyee

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Assaura Mundanjee





भारत सरकार

Government of India

Enrollment No 1507/01147/01111

Abarna Mukherjee

D/O Amal Kumar Ghosh

D/O Amal Kumar Ghosh 20, HINDUSTHAN PARK

Sarat Bose Road

Sarat Bose Road

Circus Avenue Kolkata

West Bengal 700029

West Bengal 9831984481 65, ME021875821FH



आपका आधार क्रमांक / Your Aadhaar No. :

2186 1768 2009

मेरा आधार, मेरी पहचान



Government of India



Abarna Mukherjee Father: AMAL KUMAR GHOSH

DOB: 25/05/1990

Female



2186 1768 2009

मेरा आधार, मेरी पहचान

J. Mulmjee

Abouna Munhuy'ee

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AKZPS9689Q



नाम /NAME RADHESHYAM SAHA

पिता का नाम /FATHER'S NAME HARI PADA SAHA

जन्म तिथि /DATE OF BIRTH

17-08-1952

हस्ताक्षर /SIGNATURE

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आयकर आयुक्त, प.बं.-XI

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COMMISSIONER OF INCOME-TAX, W.B. - XI

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भारत सरकार Government of India

भारतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of India

Enrollment No.:

0667/02086/80317

To

Radheshyam Saha

2/H/2,1ST FLOOR, TALTALA LANE, VTC: Intally S.O., District: Kolkata, State: West Bengal, PIN Code: 700014, Mobile: 9831895502

88292





आपका आधार क्रमांक / Your Aadhaar No.:

6113 7451 4728

मेरा आधार, मेरी पहचान



भारत सरकार Government of India





Radheshyam Saha DOB: 17/08/1952 Male

6113 7451 4728

मेरा आधार, मेरी पहचान

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ELECTION COMMISSION OF INDIA

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Major Information of the Deed

Deed No :	I-1904-03351/2022	Date of Registration 23/02/2022			
Query No / Year 1904-2000469775/2022		Office where deed is registered			
Query Date	10/02/2022 10:25:15 PM	A.R.A IV KOLKATA, District: Kolkata			
Applicant Name, Address & Other Details	Biswajit Paul P-16, CIT Road,Thana : Phool Baga Mobile No. : 9874673130, Status :So	n, District : South 24-Parganas, WEST BENG eller/Executant	AL,		
Transaction		Additional Transaction			
[0903] Declaration, Cancell	ation of Agreement / Declaration				
Set Forth value		Market Value			
		Rs. 2,59,36,879/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 100/- (Article:17)		Rs. 73/- (Article:E)			
Remarks	Received Rs. 50/- (FIFTY only) fro area)	om the applicant for issuing the assement slip.	(Urban		

Land Details:

District: South 24-Parganas, P.S:- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Hindusthan Park Road, , Premises No: 20, , Ward No: 086 Pin Code: 700029

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	BUT THE THE PARTY OF THE PARTY	Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu		4 Katha 14 Chatak			Width of Approach Road: 20 Ft.,
	Grand	Total:		P. Palika	8.0438Dec	0 /-	256,66,879 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	0/-	2,70,000/-	Structure Type: Structure

Total: 1000 sq ft 0 /- 2,70,000 /-

Executant Details:

SI No	Training the state of the state					
1		AAxxxxxx4A,Aac	dhaar No Not Provide	District:-South 24-Parganas, West Bengal, ed by UIDAI, Status :Organization, Executed		
2	Name	Photo	Finger Print	Signature		
	Shri RADHESHYAM SAHA Son of Late Hari Pada Saha Executed by: Self, Date of Execution: 23/02/2022 , Admitted by: Self, Date of Admission: 23/02/2022 ,Place : Office			oar In Lle,		
		23/02/2022	LTI 23/02/2022	23/02/2022		
	2/H/2, Taltala Lane, City:- Kolkata, P.O:- Entally, P.S:-Taltola, District:-Kolkata, West Bengal, India, PIN:- 700014 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKxxxxxx9Q, Aadhaar No: 61xxxxxxxx4728, Status:Individual, Executed by: Self, Date of Execution: 23/02/2022, Admitted by: Self, Date of Admission: 23/02/2022, Place: Office					

Name,Address,Photo,Finger print and Signature						
Name	Photo	Finger Print	Signature			
Shri PINAKI MUKHERJEE (Presentant) Son of Mr Probal Kumar Mukjherjee Date of Execution - 23/02/2022, Admitted by: Self, Date of Admission: 23/02/2022, Place of Admission of Execution: Office			Pirali Mokyze			
	Feb 23 2022 1:11PM					
Bengal, India, PIN:- 700008,	ity:- , P.O:- Barish Sex: Male, By Cas	ste: Hindu, Occup	pation: Professionals, Citizen of: India			
Bengal, India, PIN:- 700008, PAN No.:: AXxxxxxxX0C, Aad ANNAPURNA (as Trustee cu	Sity:- , P.O:- Barish Sex: Male, By Cas naar No: 36xxxxxx m Secretary)	23/02/2022 ia, P.S:-Thakurpu ste: Hindu, Occup exx2448 Status : I	ukur, District:-South 24-Parganas, Webation: Professionals, Citizen of: India Representative, Representative of :			
Bengal, India, PIN:- 700008, PAN No.:: AXxxxxxxX0C, Aad ANNAPURNA (as Trustee cu	City:- , P.O:- Barish Sex: Male, By Cas naar No: 36xxxxxx Im Secretary)	a, P.S:-Thakurpuste: Hindu, Occup	ıkur, District:-South 24-Parganas, We pation: Professionals, Citizen of: India			
Bengal, India, PIN:- 700008, PAN No.:: AXxxxxxx0C, Aad ANNAPURNA (as Trustee cu	City:- , P.O:- Barish Sex: Male, By Cas naar No: 36xxxxxx Im Secretary) Photo	23/02/2022 ia, P.S:-Thakurpu ste: Hindu, Occup exx2448 Status : I	ukur, District:-South 24-Parganas, Webation: Professionals, Citizen of: India Representative, Representative of :			

20, Hindusthan Park, City:-, P.O:- Sarat Bose Road, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, , PAN No.:: BAxxxxxx6F, Aadhaar No: 21xxxxxxxx2009 Status: Representative, Representative of: ANNAPURNA (as Trustee and beneficiary of the said Trust)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr KAUSHIK HOSSEN Son of Late Sanwar Ustagar 5, Sonar Gouranga Temple Street, City:-, P.O:- Hatkhola, P.S:-Jorabagan, District:- Kolkata, West Bengal, India, PIN:- 700005			Kamohsu te
	23/02/2022	23/02/2022	23/02/2022

Endorsement For Deed Number: I - 190403351 / 2022

On 23-02-2022

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: 17 of Indian Stamp Act 1899.

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

Presented for registration at 12:57 hrs on 23-02-2022, at the Office of the A.R.A. - IV KOLKATA by Shri PINAKI MUKHERJEE ,.

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

Execution is admitted on 23/02/2022 by Shri RADHESHYAM SAHA, Son of Late Hari Pada Saha, 2/H/2, Taltala Lane, P.O: Entally, Thana: Taltola,, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700014, by caste Hindu, by Profession Business

Indetified by Mr KAUSHIK HOSSEN, , , Son of Late Sanwar Ustagar , 5, Sonar Gouranga Temple Street, P.O: Hatkhola, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700005, by caste Muslim, by profession Service

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

Execution is admitted on 23-02-2022 by Shri PINAKI MUKHERJEE, Trustee cum Secretary, ANNAPURNA (Trust), 20, Hindusthan Park, City:-, P.O:- Sarat Bose Road, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:-700029

Indetified by Mr KAUSHIK HOSSEN, , , Son of Late Sanwar Ustagar , 5, Sonar Gouranga Temple Street, P.O: Hatkhola, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700005, by caste Muslim, by profession Service

Execution is admitted on 23-02-2022 by Mrs ABARNA MUKHERJEE, , Mrs ABARNA GHOSH Trustee and beneficiary of the said Trust, ANNAPURNA (Trust), 20, Hindusthan Park, City:- , P.O:- Sarat Bose Road, P.S:-Gariahat, District:- South 24-Parganas, West Bengal, India, PIN:- 700029

Indetified by Mr KAUSHIK HOSSEN, , , Son of Late Sanwar Ustagar , 5, Sonar Gouranga Temple Street, P.O: Hatkhola, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700005, by caste Muslim, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 73/- (E = Rs 7/- ,I = Rs 55/- ,M(a) = Rs 7/- ,M (b) = Rs 4/-) and Registration Fees paid by Cash Rs 73/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 25/- and Stamp Duty paid by Stamp Rs 100/-Description of Stamp

1. Stamp: Type: Impressed, Serial no 56360, Amount: Rs.100/-, Date of Purchase: 10/02/2022, Vendor name: A Banerjee

mm

Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE

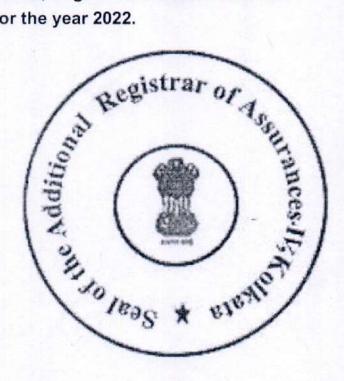
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2022, Page from 333566 to 333589 being No 190403351 for the year 2022.



mm

Digitally signed by MOHUL MUKHOPADHYAY

Date: 2022.03.14 22:08:00 +05:30 Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/03/14 10:08:00 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.

(This document is digitally signed.)

DATED THIS 230d DAY OF Fel. 2022

BETWEEN

THE ANNAPURNA TRUST

.... First Party

<u>T O</u>

SRI RADHESHYAM SAHA

.... Second Party

DEED OF CANCELLATION