25 OCT 2019
This Supplementary Deed of Agreement

Executed on this .......... Day of ................, 2019

By

And

Between
THE GOVERNOR OF THE STATE OF WEST BENGAL, represented by THE Special Officer, Urban Development (Town & Country Planning) and Municipal Affairs Department, Govt. of West Bengal, hereinafter called the ‘LESSOR’ (which expression shall include his successors in office and assigns) of the FIRST PART;

AND

M/s. Dutta Automobiles, a Partnership Firm, represented by Sri Kamalesh Dutta, S/o. Sri Narayan Chandra Dutta, having office at Nachan Road, Benachity, Durgapur-713213, hereinafter called the ‘LESSEE’ (which expression shall unless excluded by or repugnant to the context be deemed to include his/heir/ their /heirs executors, administrator, representative and assigns) of the OTHER PART;

Whereas a Deed of Lease bearing No. I-1438 dated 13.03.2009 has been executed between the parties for the purpose of erecting a building for setting up Automobile Showroom & Highway facilities, hence, the purpose for executing the said Lease Deed was commercial in nature;

And whereas in furtherance to the aforesaid, another Deed of Lease in terms of an Indenture bearing No. I-04492 dated 10.06.2010 was executed by and between the aforesaid parties for extension of the quantum of leasehold land to the extent of 59.485 cottaahas in Mouza: - Faridpur, however, the intent and purpose of executing both the Lease Deeds dated 13.03.2009 & 10.06.2010 were one and same;

And whereas the party of the Other Part, namely, Dutta Automobiles has applied before the Lessor/ FIRST PARTY by way of representation dated September 04, 2018, September 24, 2018 and September 26, 2018 respectively for utilizing and exploring said leasehold land by changing the use of the said leasehold land for erecting and constructing residential units and commercial spaces for subletting and or assigning the same in favour of any prospective buyers and transferees;

And whereas in the line of the aforesaid, the Lessor/ FIRST PARTY has convened the 137th Board Meeting, specifically held on December 26, 2018 and doth hereby agreed unto the proposal of the party of the Other Part upon receiving the consideration as claimed by the Party of the First Part in this regard and thereafter for acceding to the prayer made by the party of the Other Part in their representations as stated hereinbefore, sanction in terms of Memo bearing No. ADDA/DGP/L-893/LNR-282 dated May 24, 2019 has been issued by the party of the FIRST PART.
And whereas the criteria of issuing the sanction as aforesaid are such as envisaged in the Memo dated May 24, 2019 (supra) of the Lessor, a copy of whereof is annexed with this Supplementary Deed of Agreement, in addition to the Lease Deeds which were executed on 13.03.2009 and 10.06.2010 respectively by and between the parties herein before the office of Additional District Sub-Registrar, City Centre, Durgapur;

Explanation. - 1. It is hereby clarified that in the 137th Board Meeting held on 26-12-2018, sanction was accorded in favour of the PARTY OF THE OTHER PART for augmenting incorporation of commercial housing component in the commercial plot over which the Party of the Other Part is having possession by way of executing Sub-Lease Deed in respect of 07, 134 sq. ft. of the said commercial plot with the intending/prospective customers/purchasers to be selected by the Party of the Other Part and the rest of the said released commercial plot shall be utilized for augmenting commercial exploitation by way of sub-letting by the Party of the Other Part.

2. It is further clarified that sub-letting shall be arranged by the party of the Other Part in accordance with the rules prevailing from time to time in the office of the party of the FIRST PART;

And whereas on account of executing this Supplementary Deed of Agreement, the parties doth hereby agree to incorporate the following in addition to the clauses and provisions agreed to and accepted by the parties by executing the Indenture of Lease bearing Nos.I-1483, I-04492 dated 13.03.2009 and 10.06.2010 respectively:-

1) That it is agreed by and between the parties herein that the Party of the Other Part may entrust any company, its associate and or its nominee of its choice to cause or to carry out construction of the proposed flats, apartments and or commercial spaces over the said demised land in terms of the said Sanction granted by the Lessor in terms of Memo bearing Ref. No. ADDA/DGP/L-893/LNR-282 dated May 24, 2019 and it would be deemed that in this regard the Party of the First Part shall accord consent accordingly.

2) That it is further agreed by and between the parties herein that the Party of the Other Part herein may authorise the said company or any of its directors, the said associates and or the said nominee so entrusted by the Party of the Other Part for the purpose as mentioned herein above, for sub-leasing and sub-letting any such proposed flats, apartments and or commercial spaces so to be constructed on the said demised land unto and in favour of any prospective buyers for the residual period of the Lease on behalf of the Party of the Other Part.
3) That if at all required the Party of the First Part shall execute the necessary documents for enabling the Party of the Other Part and the said company and or associate and or nominee so entrusted and authorised by the party of the Other Part, to transfer and or to sub lease effectively their rights pertaining to any such proposed unit and or portion and or said proposed flat, apartment and or commercial spaces of the said proposed project, in favour of and unto any prospective transferee.

4) The party of the Other Part and or the said company, associate and or nominee so entrusted and or authorised by the Party of the Other Part herein shall further be entitled to select prospective /intending customers / transferees for delivery of the flats / apartments / commercial spaces to be raised over the demised land and shall determine solely the rates/ premium/ charges for offering and delivering the said the flats / apartments / commercial spaces to the prospective /intending customers and or transferees without involving the party of the First Part and also no financial/ pecuniary/ legal liabilities shall be created/ cast upon the party of the First Part in this regard.

5) Before making delivery of the constructed units as mentioned hereinbefore, the Party of the Other Part shall obtain sanction in writing from the party of the First Part and the Party of the First part shall without any delay and without demanding any further amount make over the said sanction unto the Party of the Other Part.

6) The Party of the Other Part and if the Party of the Other Part so deems it fit, in that case along with the said company, associate and or nominee of the Party of the Other Part shall be at liberty to enter into any such Deed of Sub-lease and or agreement for sub-letting and or transfer with any prospective buyers / transferees of its or their choice to transfer any such proposed flats, apartment and or commercial spaces.

Provided that in case any of the intending/ prospective customers/ transferees applies for the permission in writing from the party of the First Part for transferring their respective right, title and interest for the residual period of the lease, in respect of the any such Flat/ Apartment/ Commercial spaces so purchased and or acquired by them, the party of the First Part shall be entitled to impose such terms and conditions, such charges or fees with regard to such subsequent transfer, as the Party of the First Part may deem to be fit.

It is needless to mention that, the sub-lease agreements and or Deeds which would be executed in favour of the intending/prospective customers and or transferees by the party of the Second Part shall continue for the residual terms of 99 years of lease, which has already been conferred upon the Party of the Other Part by the Party of the First Part by dint of the said...
Lease agreements and or Deeds which were executed on 13.03.2009 and 10.06.2010 respectively.

7) By executing these presents, the Party of the Other Part and or the said company, associate and or nominee so entrusted and or authorised by the Party of the Other Part shall be entitled to raise funds from the Bank(s) or from any Financial Institution(s) or from any of its holding and/or subsidiaries or associates companies by mortgaging the leasehold rights or any portions thereof under construction without creating any Financial liability upon the First Party and it is hereby made clear that any dues and/or outstanding payable by the Party of the Other Part to the First Party shall remain as a first charge.

Provided that before mortgaging the leasehold rights by the party of the Other Part, prior written permission from the First party shall be taken which will not unreasonably be withheld.

Provided further that the Parties doth hereby agree that the prospective and intending purchasers will also be entitled to avail loan etc. from any bank, recognized financial institution by mortgaging their respective sub-leasehold interest which is to be created in their favour by the Party of the Other Part, without creating any Financial liability upon the party of the First or Other Part and in this regard, if any permission is required from the end of the Party of the First Part, the same would be granted readily.

And whereas the parties doth hereby express and declare unequivocally that the intent and object of executing this Supplementary Deed of Agreement is solely for the purpose of bringing into effect the commercial exploitation of the demised land, inclusive of the criteria and provisions contained in the preceding paragraphs, however, in interpreting any provision, other than the conditions exist in this Deed of Supplementary Agreement, the terms and conditions settled between the parties in terms of Deed of Lease bearing Nos. 1-1438, 1-04492 dated 13.03.2009 and 10.06.2010 respectively shall prevail.

And whereas the party of the Other Part has deposited a sum of Rs. 4,37,10,300/- by way of cheque/D.D./Online Demand through NEFT / RIGS bearing Receipt No. 7196081357186269 dated 26.06.2019 for an amount of Rs. 1, 09, 27, 575/- only and Receipt No.: 2694412974337848 dated 28.08.2019 for an amount of Rs. 3, 27, 82, 275/- only in favour of the Lessor/ FIRST PARTY, the receipt and sufficiency whereof are hereby acknowledged by the party of the first PART/LESSOR in addition to the Lease Premium which had been paid at the time of execution of the said Lease Deeds, for obtaining the said permission of change of user;
And whereas the parties doth hereby agree and confirm that this Supplementary Deed of Agreement is hereby executed for recording such changes as elucidated succinctly in the preceding paragraphs, save and except all other terms and conditions of the Deed of Lease bearing Nos.1-1438. 1-04492 dated 13.03.2009 and 10.06.2010 respectively and will be binding upon both the parties and remain same, subsequent to the execution of the presents. Moreover it also agreed by and between the parties herein that, this Supplementary Deed of Lease shall be treated as a part and parcel of the said Deeds and or Agreements of Lease which were executed on 13.03.2009 and 10.06.2010, as mentioned above, for all purpose and intents.

The Schedule Above Referred To

Schedule - A

PART-I

Particulars of the Holding

All that piece or parcel of land measuring 59.485 Cottah or 42892.2 Sqft (0.982 acre) be the same a little more or less situate lying at and being layout Plot No. C2/1 & C2/1A, Block/Sector No. South of G.T. Road, comprising in C.S. Plot No. 856(P), 854(P), 3030(P), Mouza-Faridpur, J.L. No. 74, Khatian No. 1362, Sub-Division Durgapur, Thana - Durgapur, A.D.S.R., Office: - City Centre, Durgapur- 16 in the District of Paschim Bardhaman within the Durgapur Municipal Corporation and butted and bounded in the manner following, that is to say on the:-

North By : H.T. Corridor.
South By : Existing Owner’s Plot & 18 Mts. Wide Road.
East By : ADDA Land.
West By : IBP Petrol Pump & Existing Owner’s Plot.

Schedule - B

Copy of the Memo bearing reference No. ADDA/DGP/L-893/ LNR-82 dated 24-05-2019 is annexed hereto by the parties to this Deed of Modification.

In witness whereof the parties to these presents have hereunto set and subscribed their hands the day, month and year first above written.

DUTTA AU.
Signed, Sealed and Delivered for:-

Special Officer
Urban Dev. (T & CP) Deptt.
Government of West Bengal
And
Chief Executive Officer, ADDA

In the presence of:-
1. Assit. Executive Officer
   Asansol Durgapur Dev. Authority
2. 

Signed, Sealed and Delivered by the Authorized Signatory of
DUTTA AUTOMOBILES:-

In the presence of:-
1. 
2. 

Prepared : Drafted as per convention of the Govt. of West Bengal.
হস্তাঙ্কুলীর টিপ ছাপ ও ফটো/Fingers Print & Photo

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<td>ইত্যাদি 1st Finger</td>
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<td>1st Finger</td>
<td>মধ্যম মিডিয়েল</td>
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<td>অনায়ার রিং</td>
<td>ক্যান্ডি সমান সামান</td>
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Pass port size photograph & Finger print of both hands attested by me

Signature

Pass port size photograph & Finger print of both hands attested by me

Signature

Pass port size photograph & Finger print of both hands attested by me

Signature

Pass port size photograph & Finger print of both hands attested by me

Signature
INCOME TAX DEPARTMENT
KAMALESH DUTTA
NARAYAN CHANDRA DUTTA
01/03/1960
Permanent Account Number
ADVPD8723D

Signature
16/11/1985

INCOME TAX DEPARTMENT
DUTTA AUTOMOBILES

If this card is lost, please inform the Incometax Officer at the above address.

Income Tax PAN Service Unit, NSDL
2nd Floor, Sapphire Chambers,
New Delhi| (Delh) 110001

Tel: 011-23222000, Fax: 011-23221828
E-mail: delhi@nsdl.com
Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

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DEPOSITOR'S DETAILS

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<tr>
<th>Name: KAMALESH DUTTA</th>
<th>Mobile No.: +91 9434050463</th>
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<tr>
<td>Contact No.:</td>
<td></td>
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<tr>
<td>E-mail:</td>
<td></td>
</tr>
<tr>
<td>Address: BENACHITY</td>
<td></td>
</tr>
<tr>
<td>Applicant Name: Mr Rokshakar Chatterjee</td>
<td></td>
</tr>
<tr>
<td>Office Name:</td>
<td></td>
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<td>Office Address:</td>
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Purpose of payment / Remarks: Lease, Lease by Govt./Govt. Authority/Govt. Undertaking Payment No 10

PAYMENT DETAILS

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Total: 34,91788

In Words: Rupees Thirty Four Lakh Ninety One Thousand Seven Hundred Eighty Eight only
To,
Mr. Kamalesh Dutta,
Partner, Dutta Automobiles
Nachani Road, Benachteny, Durgapur - 13
Dist- Paschim Bardhaman

Sub.: - NOC for incorporation of commercial Housing component within the leasehold commercial plot at south of G.T. Road City Centre, Durgapur-16


Sir,

This is to inform you that this Authority pleased to accord provisional approval the above prayer for mixed use development within the leased out Commercial Plot of ADDA with an quantum of plot area 0.98 acres at Monna – Faridpur, J.L. NO. 74 LOP NO-C2/1A.

Further, with ref to the submitted plan along with area statement as submitted on 24/09/2018 the total built up area of residential apartment is of 97,134 sq. ft. utilizing 70% of the F.A.R. of 0.98 acres of plot area. Hence the charges applicable will be 97,134 sq. ft x Rs. 450/- = Rs. 4,37,10,300/-, as per the approval of ADDA Board in its 137th Board meeting held on 26th December 2018. You are requested to submit the above stated amount along with the project implementation schedule and a consent letter before the execution of the project on the site.

It is noteworthy that the commencement of the project at the field shall be done only after acquiring requisite statutory approvals.

Thanking You.

Yours faithfully,

[Signature]

Chief Executive Officer
Asansol Durgapur Development Authority

Copy forwarded for Kind Information -

I. Hon'ble Chairman ADDA
Memo. No.: ADDA/MP/1/1868/LNR/282

From: The Special Officer,
       Urban Development (T & CP) Department,
       Government of West Bengal

       &
       Chief Executive Officer,
       Asansol Durgapur Development Authority,
       City Centre, Durgapur-16.

To: The Additional Dist. Sub-Registrar,
    City Centre, Durgapur-713216

Sub: Registration of the documents executed between the Special Officer, Urban Development (T&CP) Department, Government of West Bengal and M/S Dutta Automobiles, a Partnership Firm, represented by Sri Kamalesh Dutta.

Sir,

Enclosed please find herewith a deed of lease / tripartite / bipartite / rectification / declaration / licence development agreement in duplicate executed between the Special Officer, Urban Development (T&CP) Department, Government of West Bengal and M/S Dutta Automobiles, a Partnership Firm, represented by Sri Kamalesh Dutta for its registration at your end.

Kindly note that the duplicate copy is needed by the Govt. for record as per Memo No. 527-T&CP/IP-1980 dated 31.01.1981, of the Development & Planning (T&CP) Department, Government of West Bengal and the undersigned is exempted in paying stamp duty for registration of the present in terms of the 2nd proviso to section 3 of the Indian Stamp Act, 1899 and Exemption as contained in Clause (1) of the Table of Registration Fees read with Finance (Taxation) Deptt. U.O. No. II dated 03.03.1980 endorsed by Inspector General of Registration, W.B. and Judicial Deptt. Vide their U.O. No. 6 dt.15.01.1981. It may kindly be further noted that the undersigned is exempted from personal appearance at the time of registration of the documents as per provisions of the Indian Registration Act,1908.

However, it is hereby made clear that in accordance with the extant rules of the Government of West Bengal, the lessee M/S Dutta Automobiles, a Partnership Firm, represented by Sri Kamalesh Dutta is liable to pay the requisite stamp duty and registration fees for getting the instrument registered in his/her favour.

Enclo: As stated.

Yours faithfully,

[Signature]

Urban Development (T & CP) Department,
Government of West Bengal

&
Chief Executive Officer, Asansol Durgapur Development Authority
Major Information of the Deed

Deed No: I-0206-06468/2019
Query No./Year: 0206-1000221958/2019
Query Date: 21/10/2019 5:23:25 PM
Office where deed is registered: A.D.S.R. DURGAPUR, District: Burdwan

Applicant Name, Address & Other Details
Rokshakar Chatterjee
City Centre, Thana: Durgapur, District: Burdwan, WEST BENGAL, Mobile No.: 9434474691, Status :Deed Writer

Transaction
[0407] Lease, Lease by Govt./Govt. Authority/Govt. Undertaking

Settlor's Value
Market Value
Rs. 31,01,35,160/-

Stamp Duty Paid (SB)
Registration Fee Paid
Rs. 30,59,690/- (Article:35)
Rs. 4,37,098/- (Article:A(1))

Remarks
Lease Period 99 Years as Advance/Premium Rs 4,37,09,850/- Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip. (Urban area)

Land Details:
District: Burdwan, P.S.- Faridpur, Municipality: Asansol Durgapur Development Authority, Road: ADDA Main Road, Mouza: Commercial Area South G.T.Rd., JI No: 0, Pin Code : 713216

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<tr>
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<th>Khatian Number</th>
<th>Land Use</th>
<th>Land Use Proposed ROR</th>
<th>Area of Land</th>
<th>Settlor's Value (in Rs)</th>
<th>Market Value (in Rs)</th>
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<td>L1</td>
<td>RS-2/1</td>
<td>RS-1362</td>
<td>Other Commercial Usage</td>
<td>Vastu</td>
<td>59.485 Katha</td>
<td>31,01,35,160/-</td>
<td>3101,35,160/-</td>
<td>Width of Approach Road: 60 Ft., Adjacent to Metal Road,</td>
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Grand Total: 98.1503 Dec 0/-

Lessor Details:

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<td>Urban Dev. T And C P Deptt.</td>
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<td>A D D A, City Centre, P.O:- Durgapur, P.S:- Durgapur, District:- Burdwan, West Bengal, India, PIN - 713216, State Government Office, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative</td>
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Lessee Details:

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<td>Dutta Automobiles</td>
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<td></td>
<td>Nachan Road, Ehenachity, P.O:- Durgapur, P.S:- Durgapur, District:- Burdwan, West Bengal, India, PIN - 713213, PAN No.: AACF-D3851C, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</td>
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Representative Details:

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<td>Mr Kamalesh Dutta (Presentant)</td>
<td>Nachan Road, Benachity, P.O.: Durgapur, P.S.: Durgapur, District: Burdwan, West Bengal, India, PIN - 713213, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ADVPD8723D, Aadhaar No: 27xxxxxxxx3231 Status: Representative, Representative of: Dutta Automobiles (as partner)</td>
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Identifier Details:

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<tbody>
<tr>
<td>Mr Rokshakar Chatterjee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Son of Late Kanai Lal Chatterjee</td>
<td>25/10/2019</td>
<td>25/10/2019</td>
<td>25/10/2019</td>
</tr>
<tr>
<td>City Centre, P.O.: Durgapur, P.S.: Durgapur, District: Burdwan, West Bengal, India, PIN - 713216</td>
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Identifier Of Mr Kamalesh Dutta

Endorsement For Deed Number: I - 020606468 / 2019

On 25-10-2019

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: 35 of Indian Stamp Act 1899.

Presentation (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules 1962)
Execution by Mr S Arun Prasad, special officer, Urban Dev. T And C P Deptt., A D D A, City Centre, P.O.:-- Durgapur, P.S.:-- Durgapur, District:--Burdwan, West Bengal, India, PIN:-- 713216

who is exempted FROM his personal appearance in this office under section 88 of Registration Act XVI of 1908, is proved by his seal AND signature.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1902) -- [Representative]

Execution is admitted on 25-10-2019 by Mr Kamalesh Dutta, partner, Dutta Automobiles, Nachan Road, Benachity, P.O.:-- Durgapur, P.S.:-- Durgapur, District:--Burdwan, West Bengal, India, PIN:-- 713213

Identified by Mr Rokinshar Chatterjee, , Son of Late Kanai Lal Chatterjee, City Centre, P.O:-- Durgapur, Thana:-- Durgapur, Burdwan, WEST BENGAL, India, PIN:-- 713216, by caste Hindu, by profession Deed Writer

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,37,098/- (A(1) = Rs 4,37,098/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 4,37,098/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/10/2019 12:00AM with Govt. Ref. No: 192019200086038332 on 23-10-2019, Amount Rs: 4,37,098/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90047251 on 23-10-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 30,59,690/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 30,54,690/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 398, Amount: Rs.5,000/-, Date of Purchase: 16/10/2019, Vendor name: Ram Prasad Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/10/2019 12:00AM with Govt. Ref. No: 192019200086038332 on 23-10-2019, Amount Rs: 30,54,690/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90047251 on 23-10-2019, Head of Account 0030-02-103-003-02

Partha Bairaggya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
Burdwan, West Bengal
Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0206-2019, Page from 143900 to 143919
being No 020606468 for the year 2019.

Digitally signed by PARTHA BAIKAGGYA
Date: 2019.10.31 13:53:45 +05:30
Reason: Digital Signing of Deed.

(Partha Bairaggya) 31-10-2019 13:51:01
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.

(This document is digitally signed.)