

1582/2022

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

U 544794

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 No. 816009.

AGARWAL & CO. LTD.
 AGARWAL & CO.

Agarwal & Co.

For S.D. Tax Printed Pvt. Ltd.
 S. S. Choudhury
 Director

DEED OF ASSIGNMENT

THIS INDENTURE IS MADE ON THIS THE 31st DAY OF JANUARY, 2022
 (TWO THOUSAND TWENTY TWO)

Contd....P/2

CERTIFIED THAT THE DOCUMENT IS ADMITTED TO REGISTRATION,
 THE SIGNATURE SHEET AND THE ENDORSEMENT SHEETS ATTACHED
 TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT.

Cey
 Addl. District Sub-Registrar,
 Singuri-II at Bagdogra

02 FEB 2022

Signature

SI. NO. 32645 Date 25.1.2022

PURCHASER K. B. Tea Products Pvt. Ltd.

Full Address _____

Total Value 1000/-

Stamp Purchased from JPG Treasury-1



STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl. DSR Office, Rajgani, Jalpaiguri



Adl. Dist-Sub Registrar
Siliguri-II at Bagdogra, Dist Darjeeling

ROLEX COMMO SALES PVT. LTD.
Agarwal
DIRECTOR

Sri Shubham Chowdhury

Page - 2

BETWEEN

ROLEX COMMO SALES PRIVATE LIMITED (PAN: AAFCR1760A) A private limited company, registered under the Companies Act, 1956, bearing Unique Identification No. U51909WB2011PTC159754, having its place of business at S.P. Mukherjee Road, Khalpara, Siliguri, P.O. & P.S. Siliguri in the District of Darjeeling --- **ASSIGNOR/FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the context, include its successor in business, administrator, liquidators and assigns or legal representative) of the **ONE PART**. Represented by one of its director duly authorized for this purpose **SRI KISHAN KUMAR AGARWAL** S/o Manohar Agarwal, Hindu by religion, Indian by Nationality Business by occupation, resident of 467, S.P. Mukherjee Road, Khalpara, Siliguri, P.O. & P.S. Siliguri in the District of Darjeeling.

AND

K.B. TEA PRODUCT PVT LTD (PAN: AABCK3320P) A private limited company, registered under the Companies Act, 1956, bearing Unique Identification No. U21022WB1998PTC087027, having its place of business at Chowdhury Niwas, Shiv Temple Road, Milanpally, Siliguri, - 734005 in the District of Darjeeling --- **ASSIGNEE/SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context, include its successor in business, administrator, liquidators and assigns or legal representative) of the **OTHER PART**. Represented by one of its director duly authorized for this purpose **SRI SHUBHAM CHOWDHURY** S/o Sri Srwan Kumar Chowdhury, Hindu by religion, Indian by Nationality Business by occupation, resident of Chowdhury Niwas, Shiv Temple Road, Milanpally, Siliguri, - 734005 in the District of Darjeeling.

WHEREAS one LUXMI TOWNSHIP LIMITED (subsequently LUXMI TOWNSHIP & HOLDINGS LIMITED) obtained permission from the Government of West Bengal to occupy land for the purpose of setting up a satellite Township.

AND WHEREAS the Government of West Bengal identified and earmarked All that the piece and parcel of land measuring about 393.25 acres, a little more or less in Mouzas: Gourcharan, J.L. No. 81, P.S. - Matigara, Mouja: Baragharia, J.L.No. 82, P.S. - Matigara, Mouja: Ujanu, J.L. No. 86, P.S. - Matigara, in Siliguri, District of Derjeeling.

LEX TOWNSHIP LIMITED
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S. S. Choudhury

Page - 3

J.L.No. 82, P.S. – Matigara, Mouja: Ujanu, J.L. No. 86, P.S. – Matigara, in Siliguri, District of Darjeeling.

AND WHEREAS with a view to enabling the LUXMI TOWNSHIP LIMITED to implement its project of setting up a modern satellite township, the Governor State of West Bengal, by an indenture of Lease dated 21st Day of November, 2003 registered in the office of the Additional District Sub-Register, Siliguri-II at Bagdogra, District- Darjeeling and recorded in Book No I, Volume No. 69 pages 335 to 434 being Deed No. 3422 for the year 2003, hereinafter referred to as “**the parent lease**” granted in favour of the aforesaid LUXMI TOWNSHIP LIMITED, a lease in respect of the said 393.25 acres of land, mentioned above, as more fully and particularly described in the schedule to the said indenture of Lease dated the 21st November, 2003 and also described in the **First schedule** hereof showing the total area demised in favour of the LUXMI TOWNSHIP LIMITED, hereinafter referred to as “**the said total area**”

AND WHEREAS the said parent lease is for a period of 99 years from 23rd Day of April, 2002 with option for renewal of further periods of 99 years and thereafter, successive like periods upon the same terms and conditions, save as to the rent, which may be increased or otherwise varied in accordance with the provisions of law, as may be in force from time to time;

AND WHEREAS as lessee under the said parent lease, the LUXMI TOWNSHIP LIMITED herein was required to develop the land demised in accordance with the development schemes approved by the Government of West Bengal and to divide and demarcate the land into plots of various sizes to be used for residential, commercial and other purpose and to provide the infrastructural and support facilities and services for the proposed township;

AND WHEREAS under the said parent lease, the LUXMI TOWNSHIP LIMITED is not permitted to transfer its leasehold rights in respect of part or whole of the said total area demised in favour of the LUXMI TOWNSHIP LIMITED without the prior permission in writing of the District Land and Land Reforms Officer;

AND WHEREAS the LUXMI TOWNSHIP LIMITED is entitled to allot and demise by way of sublease/Assign, the developed plots to the intending allottees and to receive all amounts receivable from such allottees in respect of such allotment and to appropriate the same, subject however to obtaining prior written permission of the concerned District Land and Land Reforms Officer;

ROLEX COMMOSALE PVT. LTD.

Agreement
DIRE

Page - 4

S. S. Choudhury

AND WHEREAS the District Land and Land Reforms Officer of the Govt. of West Bengal, Darjeeling is authorized to grant the necessary permission to the LUXMI TOWNSHIP LIMITED (subsequently LUXMI TOWNSHIP & HOLDINGS LIMITED) to transfer and/or Assign its right, title or interest in respect of the part or whole of the said total area to the allottees and prospective Assignees, whenever applied by the LUXMI TOWNSHIP LIMITED in that behalf;

AND WHEREAS the LUXMI TOWNSHIP LIMITED took possession of the said total area pursuant to and in terms of the said parent lease, commenced and concluded the development of the said demised land by leveling the land, by opening out road, by constructing pucca surface drains and dividing the said total area of land into various plots of various sizes and description in various Blocks having separate distinctive numbers and also providing the different plots with infrastructural facilities and services for setting up residential-cum-commercial township, which has been named by the LUXMI TOWNSHIP LIMITED and is known as '**Uttorayon Township**' which is within the jurisdiction of the Siliguri Jalpaiguri Development Authority(hereinafter referred to as the "**said Authority**");

AND WHEREAS the said Authority framed regulations for controlling the use and development of the land within the said township and for matters connected therewith.

AND WHEREAS the LUXMI TOWNSHIP LIMITED provisionally allotted various plots to several parties applying for and intending to take such allotments.

AND WHEREAS one partnership Firm namely M/s Green Hill Developers, principal place of business at Apollo Tower, Sevoke Road, Siliguri, formed based on the Notarized Partnership Deed dated 13 March 2012, the said partnership firm consists of five partners namely M/s HORIZON ISPAT COMPANY PVT LTD, 2) LOVELY MERCANTILE PVT LTD,3) ROLEX COMMOSALE PVT LTD, 4) M/S GLOBAL MERCANTILE PVT LTD AND 5) PCM CHEMICALS PRIVATE LTD, applied to the Assignor named above for the provisional allotment of vacant land measuring 22.457 acres more or less and subject of actual within the SAID TOTAL AREA.

EMEX COMPOSITE PVT. LTD.
Agarwal
DIRECTOR

M/s Green Hill Developers
Director

AND WHEREAS based on the above representation received from Green Hill Developers, the LUXMI TOWNSHIP & HOLDINGS LIMITED (previously LUXMI TOWNSHIP LIMITED) by an Agreement dated 17th day of July 2012 (hereinafter referred to as the PROVISIONAL ALLOTMENT AGREEMENT") the LUXMI TOWNSHIP LIMITED (subsequently LUXMI TOWNSHIP & HOLDINGS LIMITED) provisionally allotted to Green Hill Developers, one Partnership Firm with place of business at Apollo Towers, Sevoke Road, Siliguri, the 22.457 acres being part of the Uttarayan Township, Siliguri. This 22.457 acres upon subsequent verification and physical measure was found to be measuring actually 21.69 Acres.

AND WHEREAS pursuant to agreement dated 17 July 2012 made between M/s LUXMITOWN SHIP LTD and M/S GREEN HILL DEVELOPRES and the company Green Hill Developers and also their Partners from time to time had paid various amounts as consideration for the transfer of the said land.

AND WHEREAS due to some development and by mutual consent, among the Partners of M/s GREENHILL DEVELOPRS, the partners of M/s Green Hill Developers by an notarized DEED of PARTNERSHIP DISSOLUTION dated 13 March 2017 was dissolved and the said Partnership Firm and all the five (5) Partners of Green Hill Developers have mutually divided the SAID TOTAL PLOT AREA into Seven Parts and further decided to register its allotted/divided share of plot of land in the Partners name jointly or severally and accordingly represented the same to the LUXMI TOWNSHIP LIMITED.

AND WHEREAS based on such representation of the Partners and the SHARING ARRANGEMENT the LUXMI TOWNSHIP LIMITED has decided to allot an Area of 4.10 acres, which area is more fully described in the SECOND SCHEDULE hereto, inter-alia, on the Terms and Conditions contained in the PROVISIONAL ALLOTMENT AGREEMENT along with other Terms and Conditions in the Deed of Assignment being No. 1849 for the year 2018 registered at the office of the Additional District Sub - Registrar, Siliguri - II at Bagdogra (this deed of Assingment being the indenture by virtue of which the Assignor hereof acquired lease hold right, title and interest in the Second Schedule property mentioned herein below) hereinafter referred as SAID TERMS.



ROLEX COMPOSITE PROJECT
Agreement
DIRECTOR

Page - 6

S. S. Chaudhary

AND WHEREAS the Assignee therein and assignor hereof accepted the SAID TERMS and agreed to make full payment of all amounts as specified in the said deed of assignment and in the manner indicated therein and to observe and fulfill all the stipulations.

AND WHEREAS the Assignee therein and assignor hereof duly completed the Boundary of the property mentioned in second schedule herein to make the land ready for possession, the SAID LAND being transferred upon full satisfaction of the Assignee therein and assignor hereof in respect of all issues including any liabilities for assigned SAID LAND in respect of said Assignment with no further liability to LUXMI TOWNSHIP LIMITED.

AND WHEREAS after receiving the agreed payments as mentioned in the Provisional Allotment Agreement referred to hereinabove, the LUXMI TOWNSHIP LIMITED has delivered possession of the Said Plot to the Assignor.

AND WHEREAS the required permission to transfer the Said Plot has been obtained by the LUXMI TOWNSHIP LIMITED from the District Land & Land Reform Officer, Darjeeling, vide Memo No.45/Special(Cell)/17 dated 15 February, 2017 for 4.10 Acres in favour of the Assignee therein and assignor hereof.

AND WHEREAS the Assignee therein and assignor hereof has fully satisfied itself with regard to the title of the LUXMI TOWNSHIP LIMITED, the area of the Said plot in the Uttorayon Township.

AND WHEREAS with a view to completing the title of the Assignee therein and assignor hereof in respect of the Said Plot the Assignee therein and assignor hereof has requested the LUXMI TOWNSHIP LIMITED to execute and register this Deed of Assignment in its favour and accordingly after the fulfillment of the process of the provisional allotment, completion of development work and making full payment of consideration money and obtaining the required permission from the District Land and Land Reforms Officer, Siliguri, the Assignor hereof has acquired lease hold right, title and interest as fully described in Second Schedule hereunder for the un-expired residual period of the said parent lease by virtue of a registered deed of Assingment executed by

ROLEX COMPOSAL PVT. LTD.
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DIRECTOR

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Page - 7

LUXMI TOWNSHIP LIMITED and registered at the office of the A.D.S.R. Siliguri - II at Bagdogra, recorded in Book - I, being document No. 1849 for the year 2018 as mentioned above.

AND WHEREAS since then the Assignor hereof is in actual, khas and physical possession of all that piece and parcel of land as fully described in the second schedule below without any objection, interruption, claim, demand, whatsoever from any other person and as such the Assignor is in sole, absolute and exclusive possession of the said land and have got lease hold right, title and interest having permanent heritable and transferable interest therein.

AND WHEREAS the Assignor, hereof being in need of fund for acquiring more profitable properties and for other purposes has offered to assign 15% undivided share in the second schedule mentioned lease hold land as fully and particularly described in the third schedule mentioned herein.

AND WHEREAS the Assignee being in need of land has accepted the offer of the first party and has offered and agreed to purchase the lease hold right, title and interest in the land as fully described in the Third schedule below for Rs. 2,42,00,000/- (Rupees Two Crore Forty Two Lakhs) only, free from all encumbrances whatsoever.

AND WHEREAS the Assignor has accepted the price so offered by the Assignee as fair and reasonable price in view of the prevailing highest market rate of land and have agreed to assign the lease hold right, title and interest in the land as more fully described in the third schedule below for Rs. 2,42,00,000/- (Rupees Two Crore Forty Two Lakhs) only, free from all encumbrances whatsoever.

AND WHEREAS accordingly application for granting permission for transfer of the said land to the assignee hereof was made by the assignor before the D.L. & L.R.O. Darjeeling and permission was accorded by the D.L. & L.R.O. Darjeeling to transfer the land as fully described in the second schedule below by the Assignor in favour of the Assignee vive memo no. 225 DLLRO-DJ/Uttarayan/22 dated 21.01.2022.

- I. **NOW THIS INDENTURE WITNESSETH** that in consideration of the sum of Rs. 2,42,00,000/- (Rupees Two Crore Forty Two Lakhs) only paid by the Assignee to the Assignor as and by way of selami or premium, the full payment whereof is hereby admitted and

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Page - 8

Sube Choudhury

acknowledged by the Assignor and in consideration of the rent hereby reserved payable to the Govt. of West Bengal, the Assignee's covenants, conditions and undertakings, hereinafter contained and in further consideration of the expenses incurred and to be incurred by the Assignee, the Assignor hereby assigns in favour of the Assignee its undivided right, title and interest under the Parent Lease in respect of the Said Plot, which Plot is more fully and particularly mentioned and described in the Second Schedule hereunder and 15% undivided portion of the same is mentioned in third schedule hereto TOGETHER WITH all rights, easements, privilege sand entitlements appurtenant thereto belonging thereto with liberty ad power to the Assignee to erect and/or complete building(s) and structure(s) therein in accordance with the terms and conditions and covenants mentioned herein below and to lay out sewers, drains, water courses, pipes and cables there under free from all encumbrances, trust, liens, lispensense and attachments but subject to the terms and conditions of the Parent Lease and the applicable Rules and Regulations made by the Said Authority i.e. Siliguri Jalpaiguri Development Authority or any other authority replacing the Said Authority by order of the Government of West Bengal TO HOLD the Said Plot of Land unto the Assignee for all the unexpired residue. now to come of the said term of 99 years commencing from 23 day of April, 2002 granted by the Parent Lease with an option for renewal for a further period of 99 years and thereafter, to successive renewals for like periods, save as to rent which may be increased or otherwise varied by the Government of West Bengal in accordance with the provisions of law as may be in force from time to time, YIELDING AND PAYING therefore the rent for the area of the Said Plot (as would be payable under the applicable law(s), in force from time to time) in the office of the District Land & Land Reforms Officer at Darjeeling or in other designated office as may be approved by the Government of West Bengal, within first 60 days of the year for which such rent is payable subject to the observance and performance of the covenants, stipulations, restrictions and obligations by the Assignee to their full satisfaction without any further consequences to the Assignor.

ROLEX COMMOSALE PVT. LTD.
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DIRECTOR

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Page - 9

II. OBLIGATIONS OF THE ASSIGNEE:

The Assignee covenants with the Assignor as follows

1. The true and fairness of the Assignee's representation.
2. To abide by and comply with all the terms and conditions as mentioned in the Parent Lease.
3. Pay the annual rent determined by the District Land & Land Reforms Officer, Darjeeling as per the existing applicable rates and hold the Assignor harmless against any future liabilities in this regard from the date of the Original agreement.
4. Pay or cause to be paid, all rights and taxes or imposition which are now or hereinafter be assessed, charged or imposed upon the Assignee in respect of the land of the Said Plot as well as the building(s) and/or structure(s) to be erected thereon.
5. Be entitled to take fresh lease after the expiry of the remaining unexpired period of the lease so assigned, on such terms and conditions and on payment of such annual rent as the State Government may then fix in granting such fresh lease.
6. Not to make any addition or alteration of the site or to the building and/or buildings erected and built as aforesaid, excepted with the prior approval of the District Land & Land Reforms Officer, Darjeeling or any other Officer and/or Siliguri Jalpaiguri Development Authority or any authority exercising their jurisdiction, power and authority at the relevant point of time. Such permission is also to be sought with prior notice to the Assignor for any other agency set up by the Assignor
7. Not to engage in any activity, which is offensive, noxious or injurious to public health.
8. Not to construct or allow the construction of any structure(s) in any part of the Said Plot as a place of public worship, without first obtaining the

GOVERNMENT OF WEST BENGAL
AGRICULTURE
DIRECTOR

S. S. Choudhury

Page - 10

permission of the District Land & Land Reforms Officer, Darjeeling or any other Officer exercising his jurisdiction, power and authority at the relevant point of time.

9. Not to use or allow any part of the Said Plot or building or buildings to be erected thereon for any illegal or immoral purposes or any other purpose, which may cause annoyance or inconvenience to the lawful users and occupiers of adjoining and neighboring plots.
10. Not to divide the Said Plot excepting with and in accordance with the permission to be obtained for Such division from the District Land & Land Reforms Officer, Darjeeling and any other officer exercising his jurisdiction, power and authority at the relevant point of time and such permission is to be obtained with prior notice to the Assignor or any other agency setup by the Assignor.
11. Not to assign underlet, sublease or part with possession of the Said Plot or any part thereof without first obtaining the written consent of the District Land & Land Reforms Officer, Darjeeling or any other officer exercising his jurisdiction, power and authority at the relevant point of time. Such permission has to be sought with prior intimation to the Assignor or any other agency set up by the Assignor.
12. The permission to assign, underlet and sublease, the Said Plot and/or any part thereof in favour of any other person or persons shall have to be obtained on such conditions as may be prescribed by the Government of West Bengal for granting such permission. It is understood that the permitted assignment or sublease or transfer of interest or any transfer of any interest in the Said Plot created here by will be subject to the same terms and conditions as provided herein and also subject to the terms and conditions of the Patent Lease.
13. Not to mortgage or change the lease hold interest of the Assignee created hereby in the Said Plot without the previous consent in writing of the District Land & Land Reforms Officer, Darjeeling or any other officer exercising his jurisdiction, power and authority at the relevant point of time.

INDEX COMMERCIAL PVT. LTD.
Agarwal
DIRECTOR

S. V. Choudhury

Page - 11

14. To keep the Said Plot including, the buildings erected thereon and the sewers, drains, walls and appurtenances in clean and sanitary condition.
15. Not to excavate any part of the Said Plot excepting for the purpose of construction of building and/or buildings according to the plans to be sanctioned or any other Plan as may be approved by the concerned authorities and not to allow accumulation of waste or water or unwanted bushes and shrubs on it.
16. To keep the Said Plot reasonably clean and in habitable and sanitary condition and to keep the boundaries of the Said Plot well marked so that the demarcation may be easily recognized and identified.
17. To apply for and obtain connection of electricity/power from the West Bengal State Electricity Distribution Co. Ltd. (WBSEDCL) and to pay WBSEDCL deposits and comply with all other required formalities.
18. To install and maintain, at its own Cost, deep tube well of required capacity as per the requirement of the Assignee at a suitable location within the Said Plot and also apply and obtain water supply in case any water supply scheme is introduced or provided by the authorities concerned, the Assignee will be required to apply for getting individual water supply.
19. To make arrangement for disposal of sanitary and sewerage and storm water.
20. Not to interfere with any manner, in any project or activity for the Uttorayon Township outside the Said Plot.
21. To apply for and have the Said Plot jointly/separately assessed and mutated in the name of the Assignee in the records of the Concerned Authority and shall pay taxes accordingly.
22. To file with the LUXMI TOWNSHIP & HOLDINGS LIMITED (previously LUXMI TOWNSHIP LIMITED) a certified copy of this Deed of Assignment within the Ninety days of the admission of the document by the registering authority.

ROLEX COMMERCIAL
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DIRECTOR

S. S. Chaudhary

Page - 12

23. To ensure and comply with all the terms and Conditions as applicable to the Township Approval relevant to the SAID PLOT and agree to indemnify the Assignor for any liability (if any) arising out of such Non Compliance by the Assignee. This will include the necessity to comply with the Environmental Clearances and all other Compliance necessary for construction for the SAID PLOT at their own cost and Consequences.
24. The Assignee also agrees to indemnify the Assignor, for any liability, should such liability arise as a result of any new interpretation of law, or any retrospective effect amendment in law resulting in liability accruing to the Assignor, including and not limiting to any taxes, levies, duties, etc. which Assignor has not included in cost of this Deed of Assignment by reasons for not being liable at the time of this Assignment.

III. OBLIGATIONS OF THE ASSIGNOR

The Assignor shall, at the request and cost of the Assignee, do all such further acts, deeds, matters and things to perfect the Assignment or any other matter relating to the Said Plot or any other matter related to the sole, absolute and peaceful enjoyment of the Said Plot by the Assignee and also sign and execute all such other deeds, documents, papers and undertakings and render such co-operation and consent to such requests as may be required by the Assignee in terms of the Parent Lease.

IV COMMENCEMENT DATE

It is agreed and declared that irrespective of actual date of taking possession of the Said Plot by the Assignee, this Deed of Assignment shall be deemed to have commenced on and from the 16 November, 2012.

V. ASSIGNEE DEEMED ASSIGNOR:

From the date hereof, the Assignee will be deemed to be the Lessee of the Said Plot as if the Lease had been executed by the state Government in favour of the Assignee.



ROLEX COMMO SALE PVT. LTD.

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Page - 13

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Particulars of the Holding)

Mouza - Gourcharan, J.L. No. 81, P.S- Matigara

<u>Plot No.</u>	<u>Area in Acres</u>
311	0.62
13	0.04
320	2.21
303	3.37
319	0.45
310	0.36
310/447	0.58
309	1.28
304	0.58
147/166	0.15
147/163	0.17
147/168	0.21
147/161	0.23
157	0.20
147/177	0.23
148/176	2.02
147/170	0.21
129	12.59
129/154	0.22
129/156	0.02
129/155	0.67
129/159	0.09
129/158	0.05
129/152	0.21
175	0.16
147/164	1.06
147/165	1.89
147/167	3.93
147/162	19.00
169	0.62
148(Part)	1.64
147/178(Part)	0.42

AGRICULTURE
Agarwal
DIRECTOR

S. S. Choudhary

Page - 14

147	8.43
147/160	3.37
147/171	10.35
147/173	15.32
174	3.43
Total	<u>96.83</u>

Mouza- Baragharia, J.L. No. 82, P.S. Matigara

<u>Plot No.</u>	<u>Area in Acres</u>
463(PART)	0.01
461	0.28
504(PART)	5.22
467	0.32
473	8.80
472	0.28
471	4.60
466(PART)	32.07
468(PART)	10.32
475(PART)	0.27
477(PART)	10.29
478	0.26
498(PART)	4.99
500(PART)	40.27
489	33.17
487	5.38
493	5.80
496	0.28
495	5.38
488	0.60
497	0.60
492	0.16
494	0.18
501	0.38
499	0.66
474	0.30
457(PART)	5.70
461(PART)	13.68

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Page - 15

465	0.20
464	2.27
Total	<u>192.72</u>

Mouza-Ujanu, J.L. No.86, P.S. Matigara

<u>Plot No.</u>	<u>Area in Acres</u>
451(part)	0.68
297(part)	1.02
299	6.16
245/437	2.90
340	6.20
296/439	6.25
469	0.86
299/440	0.64
338/447	3.10
346	0.06
335	6.96
446	5.81
370/470	0.88
305	1.94
304	1.44
303	0.72
342	0.86
295/453	0.90
338	2.52
300	0.56
301	0.10
340/471(part)	1.22
343(part)	2.77
344	2.60
345	0.40
349	1.74
295/455(part)	7.58
295/456	0.23
295/457	0.40
454	0.08
295/458(part)	8.25

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DIRECT

Sista Choudhury

297/495	5.03
295(part)	13.65
74	3.02
73	0.25
72	4.65
336	0.46
75	0.72
	<u>Total 104.15</u>

TOTAL AREA OF LAND

Mouza-Gourcharan	96.38 Acres	✓
Mouza-Baragharia	192.72 Acres	✓
Mouza- Ujanu	<u>104.15 Acres</u>	
Total	<u>393.25 Acres</u>	✓

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID PLOT AREA)

ALL THAT the leasehold right, title and interest in respect of the land of Scheme Plot PLAN ZONE - SOUTH SITE measuring an area of more or less 4.10 acre, comprising in R.S. Khatian No. 260, corresponding to its L.R. Khatian No. 307,

- R.S. Plot No. 470, L.R. Plot No. 804, area 0.80 Acre,
- R.S. Plot No. 335, L.R. Plot No. 759, area 0.91 Acre,
- R.S. Plot No. 338, L.R. Plot No. 761, area 0.84 Acre,
- R.S. Plot No. 439, LR. Plot No. 720, area 1.12 Acre,
- R.S. Plot No. 447, LR. Plot No. 737, area 0.27 Acre,
- R.S. Plot No. 446, L.R. Plot No. 736, area 0.16 Acre,

under Mouza - Ujanu, J.L No. 86, under P.S. Matigara, in the District of Darjeeling, for the remaining un-expired period of the Lease of 99 years commencing from the 23rd day of April, 2002 granted under the parent lease.

ROLEX COMMERCIAL PVT. LTD.
Agarwal
DIRECTOR

Susha Choudhury

Page - 17

Said land is butted and bounded as follows:

- ON THE NORTH : LAND OF HORIZON ISPAT COMPANY PVT. LTD. & OTHERS;
- ON THE SOUTH : LAND OF LUXMI TOWNSHIP & HOLDINGS LIMITED;
- ON THE EAST : LAND OF LOVELY MERCANTILE COMPANY PVT. LTD.;
- ON THE WEST : LAND OF LUXMI TOWNSHIP & HOLDINGS LIMITED;

THE THIRD SCHEDULE ABOVE REFERRED TO

(THE SAID PLOT AREA)

ALL THAT 15% undivided share in the leasehold right, title and interest in respect of the land of Scheme Plot PLAN ZONE - SOUTH SITE measuring an area of more or less 0615 Acres being 15% of land measuring 4.10 acre, comprising in R.S. Khatian No. 260, corresponding to its L.R. Khatian No. 1431,

R.S. Plot No. 470, L.R. Plot No. 804, area 0.80 Acre out of that 15% being 0.1200 Acres.

R.S. Plot No. 335, L.R. Plot No. 759, area 0.91 Acre out of that 15% being 0.1365 Acres.

R.S. Plot No. 338, L.R. Plot No. 761, area 0.84 Acre out of that 15% being 0.1260 Acres.

R.S. Plot No. 439, LR. Plot No. 720, area 1.12 Acre out of that 15% being 0.1680 Acres.

R.S. Plot No. 447, LR. Plot No. 737, area 0.27 Acre out of that 15% being 0.0405 Acres.

R.S. Plot No. 446, L.R. Plot No. 736, area 0.16 Acre out of that 15% being 0.0240 Acres.

under Mouza - Ujanu, J.L. No. 86, under P.S. Matigara, in the District of Darjeeling, for the remaining un-expired period of the Lease of 99 years commencing from the 23rd day of April, 2002 granted under the parent lease.

Page 17 of 19

IN WITNESS WHEREOF the parties hereto set and subscribe their respective hands on the day, month and year first written above.

Witnesses

1. Ramkrishna
S/o B. Ananta Nath
R.K. Fule
M. K. Singh
Siliguri.

Agarwal
ASSIGNOR

2. Forbal
S/o Ananta Nath
Siliguri or Darjeeling.

For K.B. Tea Product Pvt. Ltd.

Sush Choudhary
ASSIGNEE

Drafted by me as per the instructions of the parties hereof, read over and explained to them and printed at the office of
J.R. AGARWAL & ASSOCIATES.

J. Agarwal
J. AGARWAL
Advocate/ Siliguri
Enrl. No. F -1300/1283/2014

Page - 19

MEMO OF RECEIPT

Rs. 2,42,00,000/-

RECEIVED of and from the within named Assignee a sum of Rs. 2,42,00,000/- (Rupees Two Crore Forty Two Lakhs) only, by within named Assignor the within sum of Rs. 2,42,00,000/- (Rupees Two Crore Forty Two Lakhs) only, paid by the Assignee to the Assignor by Cash/Cheque/Draft/RTGS in respect of the property assigned herein.



GOVERNMENT OF WEST BENGAL
OFFICE OF THE DISTRICT LAND & LAND REFORMS OFFICER
DARJEELING

Memo no. 225.....DLLRO-DJ /Uttorayon/22

Dated. 21.01.2022

To : Kishan Kumar Agarwal, s/o Manohar Agarwal,
Director of Rolex Commosales Pvt. Ltd.,
Office at S.P. Mukherjee Road,
Khalpara, P.O. & P.S. Siliguri,
Dist. Darjeeling.

Sub : Transfer of leasehold land

Ref : Memo No. 88/SDLLRO/SLG /21 dated. 18.01.2022

With reference to above referred memo permission is hereby accorded to Kishan Kumar Agarwal, s/o Manohar Agarwal, Director of Rolex Commosales Pvt. Ltd., Office at S.P. Mukherjee Road, Khalpara, P.O. & P.S. Siliguri, Dist. Darjeeling to assign his lease hold right in respect of plot no. 470, 335, 338, 439, 447, 446(RS) and 804, 759, 761, 720, 737, 736(LR), Mouza- Ujanu, JL No. 86 having an area of 0.615 Acre of her lease hold interest to K.B. Tea Product Pvt. Ltd., represented by one of its Director Shubham Chowdhury, s/o Srawan Chowdhury, r/o Chowdhury Niwas, Shiv Temple Road, Milan Pally, Siliguri, Dist. Darjeeling in the State of West Bengal, detailed in the schedule below, for the unexpired period of lease on the same terms and conditions as mentioned in the original lease deed of Luxmi Township Limited in addition to the following terms and conditions.

The ASSIGNEE should get his name registered in the office of the DLLRO, Darjeeling within three calendar months after obtaining possession of the land and will possess and use the land and will bound by terms, covenants and conditions in such lease deed.

The ASSIGNEE shall pay such rent as may be determined by the DL&LRO, Darjeeling at the rate of 0.03% of the land cost, within first 60 days of the year for which such rent is payable in the office of the SDL&LRO, Siliguri

The ASSIGNEE shall be entitled to take fresh lease after expiry of unexpired period of lease on such terms and conditions and on payment of such Salami and annual rent as the State Government may then fix granting such fresh lease.

SCHEDULE:-

District	Mouza	J.L.No.,	Plot No., (RS)	Plot No. (LR)	Area
Darjeeling	Ujanu	86	470,335,338, 439,447,446	804,759,761, 720,737,736	0.615 Acre


District Land & Land Reforms Officer
Darjeeling

Memo no. 225/1(2).....DLLRO-DJ /Uttorayon/22

Dated. 21.01.2022

Copy forwarded for information to:-

1. The Sub-Divisional Land & Land Reforms Officer, Siliguri.
2. K.B. Tea Product Pvt. Ltd., represented by one of its Director Shubham Chowdhury, s/o Srawan Chowdhury, r/o Chowdhury Niwas, Shiv Temple Road, Milan Pally, Siliguri, Dist. Darjeeling.


District Land & Land Reforms Officer
Darjeeling

ROLEX COMMOALES PRIVATE LIMITED

S.P. MUKHERJEE ROAD, KHALPARA, SILIGURI,
P.O. & P.S. SILIGURI IN THE DISTRICT OF DARJEELING

Date: 20.12.2021

Certified true copy of the resolution passed at the meeting of Directors of **ROLEX COMMOALES PRIVATE LIMITED** on 20th December, 2021 that **SRI KISHAN KUMAR AGARWAL** S/o Manohar Agarwal, Hindu by religion, Indian by Nationality, Businessman by occupation, resident of S.P. Mukherjee Road, Khalpara, Siliguri, P.O. & P.S. Siliguri in the District of Darjeeling being one of the Director of the above named company is individually authorized to sale (by execution and registration of proper deed of Assignment/Sub-Lease) 15% of companies lease hold land measuring lease 61.5 Decimals in respect of scheme plot PLAN ZONE - SOUTH EAST comprising in R.S. Khatian No. 260 corresponding to L.R. Khatian No. 1431 appertaining to R.S. and L.R. Plot numbers as detailed below out of that 15% undivided lease hold right, title and interest

R.S. PLOT NO.	L.R. PLOT NO.	AREA IN ACRES	15% undivided share in Acres
470	804	0.80	0.1200
335	759	0.91	0.1365
338	761	0.84	0.1260
439	720	1.12	0.1680
447	737	0.27	0.0405
446	736	0.16	0.0240
TOTAL		4.10	0.6150

Under Mouza - Ujanu, J.L. No. 86, P.S. Matigara in the District of Darjeeling for the remaining un-expired period of lease of 99 years commencing from 23rd day of April, 2002 to and in favour of **K.B. TEA PRODUCT PVT LTD** a Private Limited Company having its office at Chowdhury Niwas, Shiv Temple Road, Milanpally, Siliguri, - 734005 in the District of Darjeeling represented by one of its Director **SRI SHUBHAM CHOWDHURY** S/o Sri Srwan Kumar Chowdhury resident of Chowdhury Niwas, Shiv Temple Road, Milanpally, Siliguri, - 734005 in the District of Darjeeling.

That if he exercises the power given to him under this presents, remaining directors of the company shall have no objection in such regards and shall never make any claim and/demand to that effect.

Certify true copy.
Dated: 20.12.2021.

Agarwal
DIRECTOR

Chowdhury
DIRECTOR

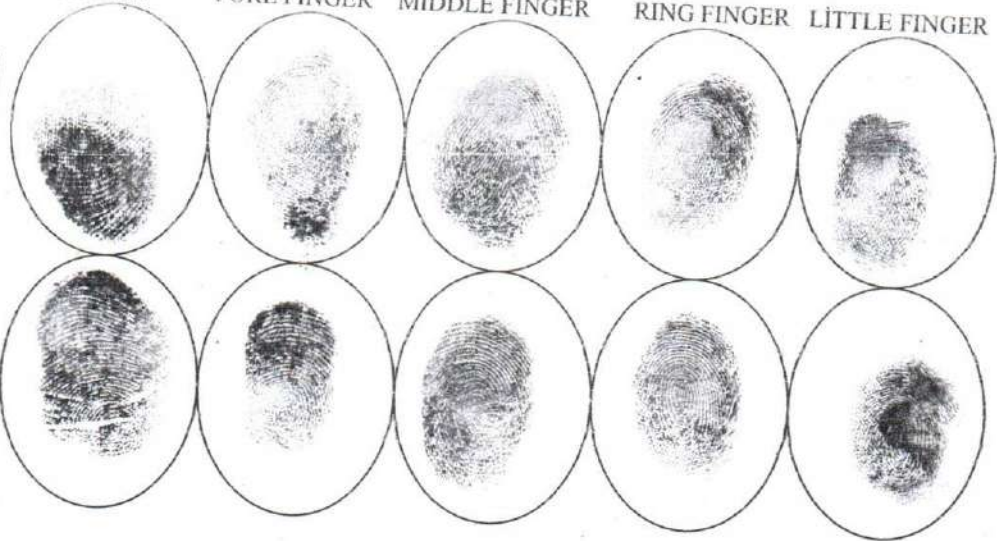
FINGER IMPRESSION

THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER



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[Signature]
SIGN WITH DATE

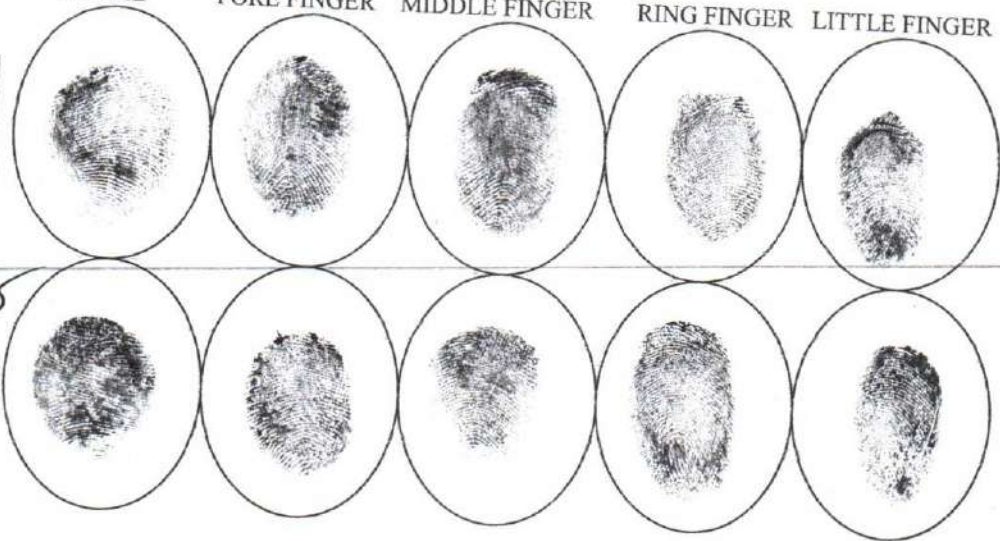
FINGER IMPRESSION

THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER



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[Signature]
SIGN WITH DATE

आयकर विभाग
 INCOME TAX DEPARTMENT
 भारत सरकार
 GOVT. OF INDIA
 ROLEX COMMOSALE PRIVATE LIMITED

24/02/2011

Permanent Account Number

AAFCR1760A

14042012

ROLEX COMMOSALE PVT. LTD.

Agamkhy
DIRECTOR

ROLEX COMMOSALE PVT. LTD.

Agamkhy
DIRECTOR

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं
 आयकर पैन सेवा इकाई, एन एस डी एल
 तीसरी मंजिल, सफायर चेंबर,
 बानेर टेलिफोन एक्सचेंज के नजदीक,
 बानेर, पुना - 411 046.

If this card is lost / someone's lost card is found,
 please inform / return to :
 Income Tax PAN Services Unit, NSDL
 3rd Floor, Sapphire Chambers,
 Near Baner Telephone Exchange,
 Baner, Pune - 411 046.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
 e-mail: tininfo@nsdl.co.in

ROLEX COMMOSALE PVT. LTD.

Agamkhy
DIRECTOR

ROLEX COMMOSALE PVT. LTD.

Agamkhy
DIRECTOR

 ভারত সরকার
Government of India

 কিশান কুমার আগরওয়াল
Kishan Kumar Agarwal
পিতা : মনোহর লাল আগরওয়াল
Father : MANOHAR LAL AGARWAL
জন্মতারিখ / DOB : 12/01/1964
পুরুষ / Male



8033 8206 6345

আধার - সাধারণ মানুষের অধিকার

Agarwal

✓ KA

 ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
সুরভী অ্যাপার্টমেন্ট, ডন বস্কো
স্কুল রোড, সেভোক রোড, ওয়ার্ড
নো 41, শিলিগুড়ি (পৌরসভা),
শিলিগুড়ি, জলপাইগুড়ি, পশ্চিম
বঙ্গ, 734001

Address:
SURABHI APARTMENT, DON
BOSCO SCHOOL ROAD,
SEVOKE ROAD, WARD NO 41,
Siliguri (M.Corp.), Siliguri,
Jaipalguri, West Bengal, 734001

8033 8206 6345

 1947
1800 300 1947

 help@uidai.gov.in

 www.uidai.gov.in



स्थाई लेखा संख्या / PERMANENT ACCOUNT NUMBER
AABCK3320P

नाम / NAME

K B TEA PRODUCT P LTD

निगमन/बनने की तिथि / DATE OF INCORPORATION/FORMATION

27-04-1998

K B Tea

आयकर आयुक्त, प.व. - XI

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

For K.B. Tea Product Pvt. Ltd.

Susha Choudhary
Director


भारत सरकार
GOVERNMENT OF INDIA




স্বপন চৌধুরী
 Swapan Chowdhury
 পিতা - স্বপন কুমার চৌধুরী
 Father - Swapan Kumar Chowdhury
 জন্ম তারিখ - Year of Birth - 1982
 লিঙ্গ / Male



7952 6252 0937

আধার - সাধারণ মানুষের অধিকার


ভারতীয় রাশন কার্ড প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

<p> ঠিকানা: S/O স্বপন কুমার চৌধুরী, চৌধুরী নিবাস, শিব টেম্পল রোড, মিলান পার্টি, মিলান ইলেকট্রিক অফিস, সিলিগুরি, দার্জিলিং, পশ্চিমবঙ্গ পোস্ট অফিস, জলপাইগুড়ি, পিন কোড: 734005 </p>	<p> Address: S/O Swapan Kumar Chowdhury, Chowdhury Niwas, Shiv Temple Road, Milan Party, Near Electricity Office, Siliguri, Darjeeling, Siliguri Bazar S.O, Siliguri Bazar Jalpaiguri, West Bengal, 734005 </p>
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help@uaid.gov.in



www.uai.gov.in



P.O. Box No. 1947,
Bangalore-560 001

S Swapan Chowdhury

भारत सरकार
GOVT. OF INDIA



आयकर विभाग
INCOME TAX DEPARTMENT

SHUBHAM CHOWDHURY

SRAWAN KUMAR CHOWDHURY

29/09/1994

Permanent Account Number

AYEPCC9882A

*Shubham
Chowdhury*

Signature



13042013

S/Sr Choudhury

Major Information of the Deed

Deed No :	I-0403-01486/2022	Date of Registration	02/02/2022
Query No / Year	0403-2000316609/2022	Office where deed is registered	
Query Date	27/01/2022 7:39:21 PM	0403-2000316609/2022	
Applicant Name, Address & Other Details	JAI AGARWAL SILIGURI,Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 9832546385, Status :Advocate		
Transaction	Additional Transaction		
[1201] Transfer of lease, Transfer of Lease/Deed of Assignment			
Set Forth value	Market Value		
Rs. 2,42,00,000/-	Rs. 2,65,75,077/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,63,003/- (Article:63)	Rs. 2,65,751/- (Article:A(1))		
Remarks			

Land Details :

District: Darjeeling, P.S:- Matigara, Gram Panchayat: PATHARGHATA, Mouza: Ujanu, JI No: 86, Pin Code : 734010

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-470	RS-260	Bastu	Bastu	12 Dec	44,25,000/-	48,60,270/-	
L2	RS-335	RS-260	Bastu	Bastu	13.65 Dec	53,55,000/-	58,81,444/-	
L3	RS-338	RS-260	Bastu	Bastu	12.6 Dec	46,45,000/-	51,03,283/-	
L4	RS-439	RS-260	Bastu	Bastu	16.8 Dec	69,85,000/-	76,73,022/-	
L5	RS-447	RS-260	Bastu	Bastu	4.05 Dec	17,50,000/-	19,19,548/-	
L6	RS-446	RS-260	Bastu	Bastu	2.4 Dec	10,40,000/-	11,37,510/-	
		TOTAL :			61.5Dec	242,00,000 /-	265,75,077 /-	
		Grand Total :			61.5Dec	242,00,000 /-	265,75,077 /-	



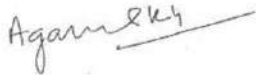



Transferor Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ROLEX COMMOALES PRIVATE LIMITED S.P. Mukherjee Road, Khalpara, Siliguri, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005 , PAN No.:: AAxxxxx0A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



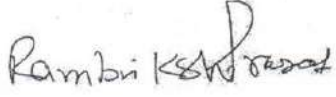
Transferee Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	K.B. TEA PRODUCT PVT LTD Chowdhury Niwas, Shiv Temple Road, Milanpally, Siliguri, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005 , PAN No.:: AAxxxxx0P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr KISHAN KUMAR AGARWAL (Presentant) Son of Manohar Agarwal Date of Execution - 02/02/2022, , Admitted by: Self, Date of Admission: 02/02/2022, Place of Admission of Execution: Office	 Feb 2 2022 11:32AM	 LTI 02/02/2022	 02/02/2022
S.P. Mukherjee Road, Khalpara, Siliguri, City:- Not Specified, P.O:- SILIGURI, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx8D, Aadhaar No: 80xxxxxxxx6345 Status : Representative, Representative of : ROLEX COMMOSALES PRIVATE LIMITED (as DIRECTOR)				
2	Name	Photo	Finger Print	Signature
	Mr SHUBHAM CHOWDHURY Son of Late Srwan Kumar Chowdhury Date of Execution - 02/02/2022, , Admitted by: Self, Date of Admission: 02/02/2022, Place of Admission of Execution: Office	 Feb 2 2022 11:33AM	 LTI 02/02/2022	 02/02/2022
Chowdhury Niwas, Shiv Temple Road, Milanpally, Siliguri, City:- Siliguri Mc, P.O:- SILIGURI, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AYxxxxxx2A, Aadhaar No: 79xxxxxxxx0937 Status : Representative, Representative of : K.B. TEA PRODUCT PVT LTD (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RAM BRIKSH PRASAD Son of Mr AWATH NATH PRASAD MAHABIRSTHAN, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004	 02/02/2022	 02/02/2022	 02/02/2022
Identifier Of Mr KISHAN KUMAR AGARWAL, Mr SHUBHAM CHOWDHURY			

On 02-02-2022.

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 : 63 of Indian Stamp Act 1899.

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

Presented for registration at 11:18'hrs on 02-02-2022, at the Office of the A.D.S.R. BAGDOGRA by Mr KISHAN KUMAR AGARWAL ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,65,75,077/-

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

Execution is admitted on 02-02-2022 by Mr KISHAN KUMAR AGARWAL, DIRECTOR, ROLEX COMMOSALES PRIVATE LIMITED (Private Limited Company), S.P. Mukherjee Road, Khalpara, Siliguri, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005

Indetified by Mr RAM BRIKSH PRASAD, , , Son of Mr AWATH NATH PRASAD, MAHABIRSTHAN, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by profession Service

Execution is admitted on 02-02-2022 by Mr SHUBHAM CHOWDHURY, DIRECTOR, K.B. TEA PRODUCT PVT LTD (Private Limited Company), Chowdhury Niwas, Shiv Temple Road, Milanpally, Siliguri, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005

Indetified by Mr RAM BRIKSH PRASAD, , , Son of Mr AWATH NATH PRASAD, MAHABIRSTHAN, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,65,751/- (A(1) = Rs 2,65,751/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,65,751/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/01/2022 12:00AM with Govt. Ref. No: 192021220172301051 on 28-01-2022, Amount Rs: 2,65,751/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 508177021 on 28-01-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty


Certified that required Stamp Duty payable for this document is Rs. 10,63,003/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 10,62,003/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 32645, Amount: Rs.1,000/-, Date of Purchase: 25/01/2022, Vendor name: J R Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/01/2022 12:00AM with Govt. Ref. No: 192021220172301051 on 28-01-2022, Amount Rs: 10,62,003/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 508177021 on 28-01-2022, Head of Account 0030-02-103-003-02


Yogen Tshering Bhutia
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0403-2022, Page from 46857 to 46888

being No 040301486 for the year 2022.



Digitally signed by YOGEN TSHERING
BHUTIA
Date: 2022.02.11 15:33:55 +05:30
Reason: Digital Signing of Deed.

(Yogen Tshering Bhutia) 2022/02/11 03:33:55 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
West Bengal.

(This document is digitally signed.)