

পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

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DEVELOPMENT ACREEMENT

:1:

ARAMANI DEPELOPEIS PAT. LID.

SAGANG CONSTRUCTIONS

INDIRA CONSTRUCTIONS

CLUNICAL PARTINES

PARTINES

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE ZOW DAY OF FEB 2020

CERTIFIED THAT THE BOCUMENT IS ADMITTED TO REGISTRATIVE.

THE STERROURE SHELT AND THE ENDOUSEMENT SHEETS RETACHED.

TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT.

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PURCHASER Tonomani Deve dopons evaluating

Full Address P.O. R.S. - Silinguri , Dist - Danjeeling

Total Value 5000/

Stamp Purchased from JPG Treasury-1

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

SHEETS 3

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TARAMANI DEVELOPERS PVI. LTD.

Churing Pastructions
PARTNER

TARAMANI DEVELOPERS PRIVATE LIMITED, a Private Limited Company, incorporated under the Companies Act. 1956. Corporate having Identity U70109WB2012PTC182431, Dated 06.06.2012, having its Registered office at 32/9/239, Samran Tower, 2nd Floor, Beside Howrah Petrol Pump, Burdwan Road, P.O. and P.S. Siliguri, in the District of Darjeeling, in the State of West Bengal represented by one of its Director, SRI PROMODE GARG, son of Sri Jodhraj Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Dr. Kalinath Road, Khalpara, P.O and P.S Siliguri ,District Darjeeling - hereinafter called the "LAND OWNER/FIRST PARTY" which expression shall unless excluded by or repugnant to the context be deemed to include its directors, executors, successors, representatives administrators and assigns) of the "ONE PART". (PAN: AAECT2894A)

AND

"INDIRA CONSTRUCTIONS" a Partnership Firm, having its office at Sevoke Road, P.O. and P.S.-Siliguri, District - Darjeeling, in the State of West Bengal, represented by one of its Partner, SRI CHIRAG AGARWAL, son of Sri Mohan Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Sevoke Road, P.O. and P.S.-Siliguri, District - Darjeeling - hereinafter called the "DEVELOPER/SECOND PARTY" (which name and expression shall unless excluded by or repugnant to the context be deemed to include its Partners, office-bearers, executors, successors, representatives, administrators and assigns) of the "SECOND PART". (PAN: AAGFI6623R)





WHEREAS the abovenamed First Party **TARAMANI DEVELOPERS PRIVATE LIMITED**, had purchased land measuring 9 Kathas 11 Chhataks from Smt. Rekha Rani Roy, wife of Sri Bibhuti Bhushan Roy, by virtue of Registered Deed of Sale, dated 04.07.2012, being Document No. 1 – 6354, for the year 2012 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri II at Bagdogra, in the District of Darjeeling.

AND WHEREAS the abovenamed First Party TARAMANI DEVELOPERS PRIVATE LIMITED, had also purchased land measuring 9 Kathas 11 Chhataks from Sri Subodh Kumar Verma, son of Late Ramniranjan Prasad Verma, by virtue of Registered Deed of Sale, dated 04.07.2012, being Document No. 1 – 6356, for the year 2012 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri II at Bagdogra, in the District of Darjeeling.

AND WHEREAS the abovenamed First Party TARAMANI DEVELOPERS PRIVATE LIMITED, had also purchased land measuring 9 Kathas 11 Chhataks from Sri Bibhuti Bhusan Roy, son of Late Binod Behari Roy, by virtue of Registered Deed of Sale, dated 04.07.2012, being Document No. 1 – 6353 for the year 2012 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri II at Bagdogra, in the District of Darjeeling



AND WHEREAS the abovenamed First Party TARAMANI DEVELOPERS PRIVATE LIMITED, had also purchased land measuring 4 Kathas 6 Chhataks from Sri Bijay Kumar Jha, son of Sri Parmanand Jha, by virtue of Registered Deed of Sale, dated 04.07.2012, being Document No. 1 – 6355 for the year 2012 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri II at Bagdogra, in the District of Darjeeling.

AND WHEREAS the abovenamed First Party TARAMANI DEVELOPERS PRIVATE LIMITED, had also purchased land measuring 15 Kathas from Sri Indranil Das & another, by virtue of Registered Deed of Sale, dated 26.02.2013, being Document No. I – 1739 for the year 2013 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri II at Bagdogra, in the District of Darjeeling.

AND WHEREAS by virtue of the aforesaid Deeds the abovenamed First Party TARAMANI DEVELOPERS PRIVATE LIMITED, became the absolute owner of land measuring 48 Kathas 7 Chhataks and the said land is fully described in the Schedule-A below.

AND WHEREAS the First Party interested in constructing a multistoried building on the land fully described in Schedule A below but because of lack of financial resources unable to do so approached the Second Party who has got adequate funds and experience to construct a multistoried building on the said land and the Second Party has agreed to the offer of the First Party to construct a multistoried building on the said land of the First Party on the following terms and conditions:-



NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

 THAT the Second Party has agreed to promote the said complex on the plot of land mentioned in the Schedule given herein below, as per plans, elevations, designs, drawings and specifications approved by the appropriate authority/ies at its own cost and shall for the identity of the building use appropriate nomenclature of its choice.

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- THAT any modification in the plans, elevations, designs, drawings and specifications approved from the appropriate authority will be at the cost of the Second Party.
- THAT the First Party undertakes to signify its consent to the plans, elevations, designs, drawings, specifications etc. as proposed by the Second party and to sign it and all other incidental and necessary papers for approval of the building plan.
- 4. That out of the total constructed area, 17.5% shall belong to the First Party (LANDOWNER'S ALLOCATION) and the remaining 82.5% shall belong to the Second Party (DEVELOPER'S ALLOCATION). The First Party has requested to the Second Party to sell the total constructed area (including the Landowners Allocation on behalf of the Landowner) and receive the entire consideration money from the purchasers and thereafter reimburse the 17.5% share of the Landowner to its Bank Account and the Second Party has agreed to do so.
- That the Developer has paid a sum of Rs 5,00,000=00 (Rupees Five Lacs Only) to the Landowner and the same shall be adjusted against the share of the First Party and any further amount paid by the Developer shall also be adjusted against the share of the First Party.





- 6. That only the sale proceeds to be realized from the sale of Flat and Parking Space shall be shared in the ratio of 17.50%: 82.50%. between the Landowner and Developer respectively. That any other amount to be received from the intending purchaser on account of Transformer, Fire Equipment, GST etc shall belong to the Developer only.
- That if any of the parties wants to keep any part of the constructed area they may do so at the market value of the property.
- 8. That the construction of the building shall be completed within 3 years from the date of passing of the Building Plan and same may be extended for the further period of six (6) months.
- 9. THAT the First Party also undertake to execute a Registered Power of Attorney in favour of the second party for executing all documents relating to Building Plan, Agreement of Sale, Sale Deed etc. of the "TOTAL CONSTRUCTED AREA".
- 10. THAT the First Party apart from the power of attorney shall also execute all necessary papers and documents from time to time as may be required by the Second Party for construction of the said complex.
- 11. THAT the First Party shall handover the possession of the said property to the Second Party for the purpose of construction of the said complex and the Second Party shall use the said property for the purpose of construction. The Second Party may store the building materials as per requirement, keep the guard chowkidar or any other staff or may take other security measures.
- THAT if at any time it is found that the said land described in the schedule is encumbered the First Party will be liable to make it unencumbered at its own cost.



- 13. THAT all taxes and dues payable by the First Party relating to the period prior to the execution of these presents/ commencement of the construction of the building shall be payable by the First Party.
- THAT the taxes and other dues payable during the construction period shall be paid by the Second Party.
- THAT both the parties shall bear its respective proportionate statutory impositions and/or tax liabilities.
- 16. THAT the Second Party shall construct the said complex at its own cost and engaging direct labourers or through the contractor/s of his choice as per approved plan and the Second Party shall construct the said complex in accordance with the rules and guidelines of the Siliguri Municipal Corporation.
- THAT the Second Party may advertise in the media for sale of the constructed area in the said complex at its cost.
- 18. That the Developer may take Project Finance from any bank/financial institution against the below Scheduled Property and the Landowner shall have no objection in this regard.
- 19. THAT in case of any dispute arising out of this agreement or with respect to the interpretation of any terms and conditions recorded herein or with respect to the working of this agreement or any other matter, it shall be first mutually decided with the collaboration of the third person and if the matter is not settled than either of the parties may approach the Court of Law.





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- 20. That the First Party further agrees that nor the powers and authorities as given hereinabove to the Second Party neither the POWER OF ATTORNEY executed in favour of the Second Party can under any circumstances be rescind or cancelled during the pendency or continuance and till the time this agreement is in force.
- That in case of any changes in Govt. rules, laws, policies affecting the construction work, the effect shall be borne by both parties.
- That any further matter arising out of this Agreement which has not been specifically clarified, shall be mutually dealt with and decided.
- 23. That the parties are entitled to use Specific Performance of Contract against each other to execute the terms and conditions of this Agreement.

SCHEDULE -A

All that piece or parcel of vacant land measuring 48 Kathas 7 Chhataks situated in Mouza Jadubhitar Chhat, appertaining to R.S Plot No.140 and L.R Plot No.190, recorded in R.S Khatian No.41, L.R Khatian No. 1262, Touzi No. 91, J.L. No. 48, Pargana Patharghata, P.O and P.S. Pradhan Nagar, District Darjeeling.

The land measuring is bounded and butted as follows:-

North ... 18ft wide Kutcha Road.

South ... Land of Plot No. 182

East ... Sold Land of Smt Tarawati Agarwal

West ... Sold Land of Sri Jodhan Munda

IN WITNESSES WHEREOF both the parties have put its signatures on these presents on the day month and year first above written.

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WITNESSES:

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LAND OWNER/ FIRST PARTY

Chirag Agricol
PARTNER

SECOND PARTY/DEVELOPER

Drafted by me and printed in my office

.....

MANOJ AGARWAL Advocate, Siliguri.

Enrl. No. F-505/434 of 1997

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Signature

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Chirag today at 1:57 pm





Promode Grang

आयकर विमाग INCOMETAX DEPARTMENT

PROMODE GARG

JODHRAJ AGARWAL

10/12/1966

Farmane of Account Number

AGUPG1645F

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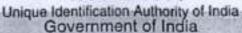
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भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार





E-Aadhaar Letter

ভালিকাভুক্তির লম্বর/Enrolment No.: 1215/92821/02265

Promode Garg (প্রমোদ গর্ম)

KALAWATI SADAN, NELI SENGUPTA SARANI, BABUPARA, WARD NO 27, Siliguri (M. Corp), Darjeeling.

West Bengal - 734004

व्यापनात आधार प्रत्या/ Your Aadhaar No.:

6674 1339 8700



আধার-সাধারণ মাল্যুষর অধিকার

ভখ্য

- আখার পরিচ্ছের প্রমাণ, লাগরিক্তের প্রমাণ লয়
- পরিচ্যের প্রমাণ অনলাইন অংথন্টিকেশন ছারা লাভ করান
- এটা এক ইলেক্টনিক প্রক্রিয়ায় ভৈনী প্র

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

Validity unknow

- অধার দারা দেশে মানা
- 🛮 অখার অখ্যারর জনা জাপনার একবারেই ডালিকাভুক্তি করার
- अमृद्रा क्वा क्रापनात वर्षमान (मावारेन नक्क अवः है-(मारेन विकास) প্রমীকৃত করুল। এতে ভবিস্থাতে আগদার বিভিন্ন দূবিধা পাওয়া সহজ
- Adhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various services in future.



भारत सरकार GOVERNMENT OF INDIA



प्राप्तान धर्च Promode Garg जन्नजातिष/ DOB: 10/12/1966 MALE / MALE



UNIQUE IDENTIFICATION AUTHORITY OF INDIA ठिकानाः

कानावडी मधन, (ननी (मनश्रव मतमी, बाबुगाठा, अमार्ठ नः 27, निनिखंडि ((नीतम्हा), पार्विनिध.

पश्चिम यत्र - 734004

भारतीय विशिष्ट पहचान प्राधिकरण

Address: KALAWATI SADAN, NELI SENGUPTA SARANI, BABUPARA, WARD NO 27, Siliguri (M. Coro),

Darjeeling. West Bengal - 734004

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আধার-সাধারণ মাল্বের অধিকার

Aadhaar-Aam Admi ka Adhikar

Promode Gong

CALIFORNIA DEPARTMENT

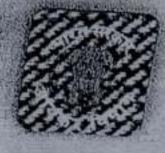


भारत सरकार GOVILOFINDIA

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AAGRIGB23R

INDIRECTOR BY PULLYEAR



Date of Incorporation Formation



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Proison Gang

INDIRA CONSTRUCTIONS

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Unique Identification Authority of India Government of India

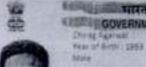
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आधार - आम आदमी का अधिकार



GOVERNMENT OF INDIA



4302 1197 2680



आधार - आम आदमी का अधिकार



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

পরিচয় পত্র

GLQ4165627





Elector's Name

Subrata Ganguly

नियाइट्रक्त नाथ

সূত্রত গাখ্লী

Father's Name

Shishir Kumur Ganguly

चिताद नाम

শিশির কুমার গাঙ্গী

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Age as on 1.1.2005

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Address:

Dakahlri Bharatnagar, Word no 24 Siliguri Darjeeling 734404

বজিগ আসহসার , ভয়াত নহ ২৬ শিলিকারি মাঝিলিং



Faceimile Signature Electoral Registration Officer Sixton Steen without

Assembly Constituency: 25-Siliguri বিশানসভা নিৰ্বাচন ক্ষেত্ৰ : ২৫-শিলিপ্ততি

District:Dagesing

CHYCL SCHIFTS

WIEE 05. U.S. 1008

Major Information of the Deed

Deed No :	1-0403-01153/2020	Date of Registration	20/02/2020	
Query No / Year	0403-0000322435/2020	Office where deed is r		
Query Date 19/02/2020 3:59:45 PM		A.D.S.R. BAGDOGRA,	A STATE OF THE PARTY OF THE PAR	
Applicant Name, Address & Other Details	Mary Dey Siliguri, Thana : Siliguri, District : D Status : Buyer/Claimant			
Transaction		Additional Transaction		
agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration Immovable Proper Agreement : 1]	aration: 11, [4308] Other	
Set Forth.value		Market Value		
		Rs. 3,34,47,305/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 75,020/- (Article:48(g)) Remarks		Rs. 21/- (Article:E, E, E)	

Land Details :

District: Derjeeling, P.S.- Pradhan Nagar, Gram Panchayat: CHAMPASARI, Mouza: Jadubhhitar Chhat, Jl No: 48, Pin Code: 734014

Sch No	Number	Khatian Number	Proposed	Use ROR	Area of Land	The second sections of the second	Market Value (In Rs.)	Other Details
L1	LR-190 (RS >)	LR-1262	Bastu	Rupni	48 Katha 7 Chatak	raide (III Ka.)	3,34,47,305/-	Width of Approach
	Grand	Total:	-		79,9219Dec	0 /-	334,47,305 /-	Road: 18 Ft.,

Land Lord Details :

SI No	Name, Address, Photo, Finger print and Signature
	TARAMANI DEVELOPERS PRIVATE LIMITED SAMRAN TOWER, 2ND FLOOR, BESIDE HOWRAH PETROL PUMP, P.O SILIGURI, P.S Siliguri, Siliguri Mc, District-Darjeeling, West Bengal, India, PIN - 734001, PAN No.:: AAECT2894A, Aadhaar No Not Provided by UIDAI, Status ; Organization, Executed by: Representative. Executed by: Representative

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
	INDIRA CONSTRUCTIONS SEVOKE ROAD, P.O SILIGURI, P.S Siliguri, Siliguri Mc, District-Darjeeling, West Bengal, India, PIN - 734001 PAN No.:: AAGFI6623R, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

0	Name, Address, Photo, Finger	print and Signatu	ire	
1	Name	Photo	Finger Print	Signature
Application of the last of the	Mr PROMODE GARG Son of Mr JODHRAJ GARG Date of Execution - 20/02/2020, Admitted by: Self, Date of Admission: 20/02/2020, Place of Admission of Execution: Office			Granade Crary
į,		Feli 30 2020 11 52AM	LTI 20/02/2029	uri, Siliguri Mc. District -Darieeling

DR. KALINATH ROAD, KHALPARA, P.O.- SILIGURI, P.S.- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 66xxxxxxxxx8700 Status: Representative, Representative of: TARAMANI DEVELOPERS PRIVATE LIMITED (as DIRECTOR)

Name		Photo	Finger Print	Signature
Mr CHIRAG AGARY (Presentant) Son of Mr MOHAN KU AGARWAL Date of Execution - 20/02/2020, Admitte Self, Date of Admissio 20/02/2020, Place of Admission of Execution	JMAR ed by: n;			Chwag Agarwal.
SEVIOUS BOAR -		Feb 20 2028 11 SZAM	L11 28/02/2020	20/42/2020

SEVOKE ROAD, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 43xxxxxxxx2680 Status: Representative, Representative of: INDIRA CONSTRUCTIONS (as

Identifier Details :

Name	Photo	Finger Print	Signature	
Mr SUBRATA GANGULY Son of Late SISHIR KUMAR GANGULY SOUTH BHARAT NAGAR, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734004			Salvich for finity	
	20/02/2020 Ir CHIRAG AGARV	20/02/2020	20/02/2020	+71

Trans	fer of property for L1		
SI.No	From	To. with area (Name-Area)	
1:	TARAMANI DEVELOPERS PRIVATE LIMITED	INDIRA CONSTRUCTIONS, 79 9219 Dec	

Land Details as per Land Record

District: Darjeeling, P.S.- Pradhan Nagar, Gram Panchayat: CHAMPASARI, Mouza: Jadubhhitar Chhat, Jl No: 48, Pin Code: 734014

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English
L1	LR Plot No:- 190, LR Khatian No:- 1262	Owner:ভারামনি ভেডলপারম গ্রা. লিমিটেড, Gurdian:প্ডে- শর্মিল গর, Address:নিজ Classification:রপনী, Area:0.79000000 Acre,	TARAMANI DEVELOPERS PRIVATE LIMITED

Endorsement For Deed Number: 1 - 040301153 / 2020

On 20-02-2020

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stampes under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 11:38 hrs on 20-02-2020, at the Office of the A.D.S.R. BAGDOGRA by Mr. CHIRAG 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 3,34,47,305/-

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

Execution is admitted on 20-02-2020 by Mr PROMODE GARG. DIRECTOR, TARAMANI DEVELOPERS PRIVATE LIMITED (Private Limited Company). SAMRAN TOWER, 2ND FLOOR, BESIDE HOWRAH PETROL PUMP, P.O.-SILIGURI, P.S.-Siliguri, Siliguri Mc, District-Darjeeling, West Bengal, India, PIN - 734001

Indetified by Mr SUBRATA GANGULY. , , Son of Liste SISHIR KUMAR GANGULY, SOUTH BHARAT NAGAR, 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 20-02-2020 by Mr CHIRAG AGARWAL. PARTNER, INDIRA CONSTRUCTIONS (Partnership Firm), SEVOKE ROAD, P.O.- SILIGURI, P.S.- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001

Indetified by Mr SUBRATA GANGULY, . , Son of Late SISHIR KUMAR GANGULY, SOUTH BHARAT NAGAR, 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 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/02/2020 10:06AM with Govt. Ref. No: 192019290189879991 on 20-02-2020, Amount Rs: 21/-, Bank: Oriental Bank of Commerce (ORBC0100392), Ref. No. 68437002 on 20-02-2020, Head of Account 0030-03-104-001-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,020/Description of Stamp

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

Stamp: Type: Impressed, Serial no 47465, Amount: Rs.5,000/-, Date of Purchase: 13/02/2020, Vendor name: J R

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/02/2020 10:06AM with Govt. Ref. No: 192019200189879991 on 20-02-2020, Amount Rs: 70,020/-, Bank: Oriental Bank of Commerce (ORBC0100392), Ref. No. 68437002 on 20-02-2020, Head of Account 0030-02-103-003-02

Surgel

Suraj Lepcha
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 0403-2020, Page from 37348 to 37369 being No 040301153 for the year 2020.



Sing bode

Digitally signed by SURAJ LEPCHA Date: 2020.03.06 13:00:43 +05:30 Reason: Digital Signing of Deed.

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