

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 8c9d5cf5f6b1ad8c001c

Receipt Date: 18-Sep-2020 03:47:48 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Agreement or Memorandum of an

Agreement

District Name: Dhanbad

Stamp Duty Paid By: RAJ DEVELOPERS

Purpose of stamp duty paid: AGREEMENT

First Party Name: RAJ DEVELOPERS

Second Party Name : AS APPLICABLE

GRN Number: 2001965491

-: This stamp paper can be verified in the jharnibandhan site through receipt number :-

RAJ DEVELOPERS

RAJ DEVELOPERS

Ballabe know Sw Susmit Anand Poikash Kuman

PARTNER



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Project Name: TANUJA ENCLAVE

Agreement

This deed of Agreement made this day of Wednesday, 30th September Two Thousand Twenty.

BETWEEN

Sri Prabhkar Kumar Singh, S/o Sri Chakradhar Prasad Singh by faith Hindu, by caste Rajput occupation Teacher resident of Qtr. No. B/12, Jagjivan Nagar, Saraidhela, P.S. Saraidhela, and Dist. Dhanbad, Jharkhand. (Or Owner first party)

AND

- 1. Mr. Susmit Anand S/o Sri Ajay Kumar Singh.
- 2. Mr. Bikash Kumar Mishra S/o Late Ram Pratap Mishra.

Partners M/s RAJ DEVELOPERS, Office at Office No. 4, Sadhna Centre, Above Ujjivan & Small Finance Bank, Main Road, Saraidbela Dist. Dhanbad. (Or Builder second party)

The TERMS "FIRST PARTY" land owner "SECOND PARTY" Builder and developers unless repugnant to the subject or context or exclusively excluded by shall mean and include their respective legal heirs sources, executors, administrator, legal representative successor in interest of office and assigns. Whereas the aforesaid owners are absolutely sized possess of or otherwise well and sufficiently entitled to all property fully described in schedule below of agreement, hereinafter referred to as the "said agreement" free from all encumbrance whatsoever or howsoever.

Where the owners are covenant that the said property in their exclusive possession with absolute right – title and in marketable condition and has the right power and absolute authority and title to transfer, assign sell the whole or part of the said property.

AND WHEREAS the land owners are interested in getting a multistoried residential building complex which will be developed and constructed on the schedule property and acquire residential built up area in the same as consideration in exchange for the full and final value of the land and the building standing thereon.

Susmit Anand:

BIKACH KUMAN.

PARTNER

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AND WHEREAS the "land owner" agrees to authorize the developer to construct a multistoried building and the developer has accepted the schedule land on conversion.

AND WHEREAS the Developer shall with the consent and approval of land owner obtain approval from DMC for the plans.

AND WHEREAS the "Developer" offered to construct at own cost a multistoried building complex over the said property of the owners, and in lieu of that the valuable consideration the builder shall provide 33% to the land owner two and half year from the date of sanctioning of map.

Now this agreement witness and parties hereto have agreed and declared as follows:

That the land owner has agreed to appoint the developer to construct building over the said premises and right to develop and to sell, transfer and convey the said premises and to prepare building space, tenements, etc. after paying the consideration mutually agreed upon.

- 1. That the developer shall proceed expeditiously with the site development and preparation of the multistoried building as per plan on the land mentioned in the schedule land the new building shall be completed within two and half years from the date of sanctioning of the map. This period may be further extended but not more than six months under unavoidable circumstances after sanction of Building PLAN.
- 2. That the exact measured covered area in excess or below of the area agreed to be given to the owner by developer, the same shall be chargeable, refundable as the case may be at the rate to be mutually agreed between the parties.
- 3. That it is further agreed and covenant by the Developer that owner of the land shall provide all co-operations while in construction of the proposed multistoried building.
- 4. That the Developer will invite the purchasers who agree to acquire the flat, flats on ownership basis in the said building. The Developer would construct the flats along with the common amenities. That it

RAJ DEVELOPERS
SUSMITANAND
PARTNER

RAJ DEVELOPERS
BILLACH KUMON,
PARTNER

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has been agreed between the parties that the land owner shall be the confirming, necessary party in the agreements which will be executed between the developer and the prospective buyers. Roof of the apartment shall be the property of the builder and he will use the same according to his own requirement

- 5. That the Developer gets necessary plans sanctioned from the **DMC** (**Dhanbad Municipal Corporation**) and the land owner hereby empowers the Developer to sign any documents required for the sanction of the plan. Developer will also take care of mutation, etc.
- 6. That the land owner will hand over the vacant possession of the premises within 15 days from the date of agreement. Those on taking possessions, the Developer shall develop the premises, draws the plan for construction and shall have the right to book the flats or market to intending purchaser.
- 7. That the developer shall deemed to be in the possession of the said premises and shall be free to do all acts, deeds and things lawfully required for development by his own cost and expenses. The Developer further undertakes to construct the multistoried building.
- 8. That the Developer shall be entitled to develop the said property; by constructing multistoried building and the developer in his discretion may receive and relies the prices in respect of the allotments and sale of such tenements, flats and parking space and appropriate the sale proceeds and transfer the said property on flat thereof from time to time to one or more prospective buyers, co-operative society or bodies.
- 9. That the first party hereby agree that if any prospective purchasers, purchasers desire to take loan advance from any financial institutions for such purpose, and he shall have no objection in this respect.
- 10. That the land owner will not have any objection liable for any liability whatsoever either in relation to the construction by the Developer or will be liable to any outsiders in respect of any act done by the developer with any outsider.

RAJ DEVELOPERS Susmit Arand 1 PARTNER

RAJ DEVELOPERS
BIKASH KUMPAN.
PARTNER

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- 11. That the land owner has agreed to execute any other deed of agreement and deed of Release of power of attorney, if required for the due execution of the development work as agreed upon between the parties.
- 12. That owner of land shall provide the land of schedule below to the builder and thereafter constructing multistoried building the owner jointly shall have absolute ownership free from all encumbrance 67% of the total covered area on each floor.
- 13. That as mentioned above, the owner shall have no right over the rest 67% of the constructed area of the land.
- 14. That it has been also agreed upon by both the parties to this agreement that the owner shall have drawings and sewerage, water connection, etc. in common with other allottees or occupants of the flats with respect to the owner's share.
- 15. That the builder shall complete the multistoried building on the lands given by the owner and except providing the land the owners should not provide any kind of money to the builder towards the construction cost.
- 16. That the developer shall be entitled to all the area for opens and covered parking Spaces of the said premises and also be entitled to receive the sale proceeds with respect to the same.
- 17. That it shall be incumbents upon the owner that he shall hand over the schedule land free from all encumbrances, with freely marketable value having prefect right title and it shall also be incumbent upon the owner to remove the defect, if any, with respect to the title of the said land and for which the owner shall be fully liable and responsible.

That the land owner hereby declares:-

That the area of the said land measuring 5 kathas or 8.25 decimals in deed no. 9342, Plot no. 150, Mouza No. 09, Mouza: Amaghata, Khata No. 20 situated in Tanuja Vihar colony, Sugiadih, Dhanbad.

SUSMIT Anand

RAJ DEVELOPERS
BIKASH KUMPAN,
PARTNER

That the property is free hold land and the owner has perfect title to the same free from all encumbrances. That the owner has not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assessment right, gift, lien, leave license permission, rent, possession charge inheritance or any other encumbrances whatsoever.

That it is agreed that in all transfer, conveyance of land or built up area, the purchaser, transferee shall bear the cost of stamp duty and other registration or legal charges.

That in case any dispute or differences occur between the parties the same shall be referred to the Arbitrator and the provisions of Arbitration Act 1996 shall apply.

That the land owner after entering into the agreement shall not do any act, deed of thing whereby the construction or development of the said premises is in any way hindered or impeded with nor shall in any way commit breach of any term and condition aforesaid land hereby; agrees that the construction shall be done by the only and no one else.

The Developers shall in the course of erection land completion of the said building do all lawful acts things required and perform the works in conformity in all respects with the bye laws. Against the law the builder shall do anything, the owners of the land should not be responsible for any out of Dhanbad Municipal Corporation law.

SCHEDULE; DEFINITION

a) Owner or land owner shall mean Sri Prabhakar Kumar Singh S/o Sri Chakradhar Prasad Singh, his respective Legal Heirs, executors, administrators, legal representative and assigns.

b) Developer shall mean M/s Raj Developers, Dhanbad and Its successors and assigns.

c) Purchaser shall mean and include their legal heirs, administrator, legal heirs and assign.

d) Building shall mean multistoried building constructing of

Susmit Arand PARTNER



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flats, car parking space and other construction for Common use area 5 kathas.

e) Flat shall mean constructed area or space in the

building intended to be built up and or constructed area capable of being occupied and

enjoyed independently.

f) Plan The said unit of flats also mean to room space

and the other space and all fittings and fixtures in the said space, plan shall mean the plan, Elevation, Designs drawings of the building as

sanctioned by the DMC, Dhanbad.

g) Transfer shall include transfer by delivery of possession or

by other means adopted for effecting what is understood as a transfer of a unit in multi-storied

building to the purchaser thereof.

h) Transferee or shall mean on whose behalf the flat or unit is being

construct. Purchasers

SCHEDULE PREMISES

Sri Prabhkar Kumar Singh, S/o Sri Chakradhar Prasad Singh by faith Hindu, by caste Rajput occupation Teacher resident of Qtr. No. B/12, Jagjivan Nagar, Saraidhela, P.S. Saraidhela, and Dist. Dhanbad. Jharkhand.

The entire piece and the parcel of land measuring in the Deed no. 9342,

Mouza No. 09, Khata no. 20, Plot No.: 150, Area of 5 Kathas (5 Kathas or 8.25 decimals) situated in Tanuja Vihar colony, Sugiadih, Dhanbad and which is butted and bounded as follows:-

North: 20ft Wide Road

South: Part of same plot

East : Part of same plot

West: 16.5ft wide road

SUSmit Anand
PARTNER

RAJ DEVELOPERS
BIKAGL KHMMA

Specifications :-

Structure

: RCC frame structure with brickwork in cement mortar as

per design & specification.

Elevation

: A unique blend of original & modern architecture.

Flooring

: ceramic tiles flooring (size-2'-0"x2'-0").

Walls

: all internal wall cement plastered with plaster of paris, all

external wall of snocem finish.

Doors

: Doors frames of wood, Shutters will be 32mm thick flush

shutter, painted with a coat of primer with steel fitting.

Windows

: Aluminum Section

Electrical

: (a) Concealed P.V.C. circuit wiring using copper conductors with standard quality (Electrical accessories fixtures not

included).

(b) All electrical switches and accessories of standard make.

Kitchen

: (a) Flooring -ceramic tiles flooring (size-2'-0"x2'-0").

(b) Working platform - Green marble with steel sink.

(c) Dado

- 18" high white glazed tiles.

Bathrooms

: (a) Flooring-ceramic tiles flooring (size-2'-0"x2'-0").

(b) Dado

- Glazed white tiles up to 7 ft. height.

(c) Fittings

- All C.P. fittings will be of standard

make & chromium plated.

(d) Sanitary ware

- White glazed vitreous sanitary ware

only cistern will be acrylic fiber

glass in white colour.

Facilities:-

Stair

: One stair for general use.

Lift

: Lift zoom up zoom down to your floor.

Generator

: Standby generator goes in action if there is power

Failure on extra cost.

Parking

: As per agreement.

Hot water arrangement: Hot water supply in both the bathrooms.

Water supply

: 24 hour water supply from deep boring tube well.

Electricity

: Electric connection & separate transformer for the

Apartment on extra cost.

RAJ DEVELOPERS Susmit Anand PARTNER

RAJ DEVELOPERS

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Witnesses

(1) Killath Kumar Sinha addiess. Lohar Kulhi, Saraidble, Dhanbad

3) TUSHAR KANTI S/O VIJAY KUMAR Adress: Babudéh Shanbad. Executants

Bekkeler lone IV

Land owner First Party

SUSMIT AMAND PARTNER

2. RAJ DEVELOPERS

BIKASH KUMAN.

PARTNER

Builder (Developers)





भारत सरकार GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card

AAZFR3832N

नाम / Name RAJ DEVELOPERS



24032019

निगमन/गठन की तारीख Date of Incorporation/Formation 01/03/2019



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 61681276f08b94d164c7

Receipt Date: 18-Sep-2020 03:16:16 pm

Recent Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Partnership
District Name: Dhanbad

Stamp Duty Paid By: BIKASH KUMAR

Purpose of stamp duty paid: PARTNERSHIP DEED

First Party Name: BIKASH KUMAR

Second Party Name : AS APPLICATION

GRN Number: 200196466 PHA (. . .

-: This stamp paper can be verified in the jharnibandhan site through receipt number :-

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Jarun,

Susmit Anand

Bikash Kumar.



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वार इस्ट्रिलीव, की इसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की, स्ट्रिकेट अन्तर्गत दर्खनीय अपराध है।

NOTARY DHANBAD

DEED OF PARTENERSHIP

THIS RECONSTITUTED DEED OF PARTNERSHIP made this the 18th day of September Two thousand & Twenty by and between:-

1. Mr. Sanjeev Ranjan S/O. Uma Kant Sharma, by faith hindu, by caste Brahman, by occupation business, resident of Nilanchal Colony, Saraidhela, P.O. Jagjiwan Nagar, P.S. Saraidhela, in the district of Dhanbad, Jharkhand, hereinafter called and referred to as RETIRING PARTY.

AND

2. Mr. Kishlay Raj S/O. Late Rajeev Ranjan by faith hindu, by caste Brahman, by occupation business, resident of House No. 297, Hinoo Basti, Shukla Colony, P.O. Doranda, P.S. Doranda, in the district of Ranchi, Jharkhand, hereinafter called and referred to as FIRST PARTY.

AND

3. Mr. TARUN S/O. Umashankar Sharma by faith hindu, by occupation business, resident of Near Samudaik Bhawan, Hari Narayan Colony, Baramasia in the district of Dhanbad, Jharkhand, hereinafter called and referred to as <u>SECOND PARTY</u>.

AND

4. **Mr. SUSMIT ANAND** S/O. Ajay Kumar Singh by faith hindu, by occupation business, resident of LIG 144, Housing Colony, P.O., P.S. Dhanbad, in the district of Dhanbad, Jharkhand, hereinafter called and referred to as **THIRD PARTY**.

AND

5. Mr. BIKASH KUMAR S/O. Rampratap Mishra by faith hindu, by caste Brahman, by occupation business, resident of H. No. 107 A, Near F C I Godam, Baramasia, in the district of Dhanbad, Jharkhand, hereinafter called and referred to as FOURTH PARTY.

DHANLAD

Each of the above expression unless excluded by or repugnant to the context or subject shall include their heirs, legal representatives, executors, assigns and administrators And or permitted assigns and all the parties hereinabove together shall be referred to as PARTNERS.

Whereas Retiring Party, and Second Party were planned to do business of Land Development, Construction Business, Housing Projects, Contractual Works, Construction of buildings, Roads, Dams, Trading, Brokerage, Commission Agent for Land Deals or such other allied business in the name and style of "M/S. RAJ DEVELOPERS" as per partnership deed executed as on 01/03/2019, a new partner Mr. Tarun Sharma S/O. Umashankar Sharma, Mr. Susmit Anand S/o. Ajay Kumar Singh, and Mr. Bikash Kumar S/O. Rampratap Mishra, has decided to admit in the firm and Mr. Sanjeev Ranjan (Retiring Party) has decided to Retire from the firm hence a new deed of partnership has been executed on fillowing terms & conditions:-

NOW THIS DEED OF PARTNERSHIP WITNESSETH AND THE PARTIES MUTUALLY AGREED AND CONVENIENT WITH EACH OTHER AS FOLLOWS:-

- 1. That this business of the partnership shall have effect on and from 01-04-2020 and at will.
- 2. That the business of the partnership shall be carried on under the Name and style of "M/S. RAJ DEVELOPERS"
- 3. That the partnership business shall be Land Development, Construction Business, Housing Projects, Government or Private contract of Construction, Commission Agent for Land Deals or such other allied business and as the partners may be decide on mutual consent.

4. That the head office of the business of the firm shall be Office no. 4, Sadhna Centre, above Ujjivan and Small Finance Bank, Main Road, Saraidhela, P.O. & P.S. Saraidhela, in the District of Dhanbad. The place of the business may be shifted, branches may be opened or closed on mutual consent of partners hereto

hywhere in India.

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- 5. That the necessary capital required for the smooth and proper running of the partnership business shall be contributed by all The parties and same shall be reflected in the books of account. The partners shall also get interest @ 12% per annum On their capital. Rate of interest may be changed on mutual consent of the partners.
- 6. That the Net profit after paying interest and salary to the Partners, shall be divided among the partners and the net loss. Born by them as follow:-

a)	FIRST	PARTY	25%
b)	SECOND	PARTY	25%
c)	THIRD	PARTY	25%
d)	FOURTH	PARTY	25%

- 7. That at the end of every 31st March an account of the partnership business shall be taken and profit/Loss, if any, shall be distributed amongst the partners according to their respective.
- 8. That the proper Books of accounts shall be maintained, and the Partners shall be at liberty to check, inspect, copy out the same during the usual business hours.
- 9. That all parties shall be entitled to draw out of the partnership business any sum or sums of money as may be mutually agreed amongst the parties and such sums to be duly accounted for on each succeeding settlement of the account and division of the profits of the partnership and any excess of drawings found on each settlement shall be refunded.

That the bank accounts on behalf of firm shall be opened and be a sperated by Any Three Partners.

The all partners shall indemnify the firm for any loss caused to it by his fraud or willful neglect in the ordinary conduct of

NOTATY

Susmit Anand Bikash Kumar. the business of the firm.

- 12. That the firm shall indemnify all or any one of the partner in respect to payments made and liabilities caused by him/them on behalf of the firm :-
 - In the ordinary and proper conduct of business.
 - In doing such acts in any emergency for ii. purpose of protecting the firm from any loss, as would be done by person of an ordinary prudence in his own case.
- 13. That in the best interest of the firm admission of a new Partner be deemed advisable, the partners reserve their rights by mutual agreement to admit one or more Partner/partners in agreed upon mutually by and between the sitting partners and the incoming partner or partners.
- 14. That during the continuance of this partnership no partner shall without the consent of all the other partners in writings;-
- Enter into a bond or become surety for any persons in his i. respective capacity on behalf of the firm excepting in the ordinary course of the business of the firm.
- Withdraw any suit or proceeding field on behalf of the firm ii.
- Admit any liability in a suit or proceeding against the firm. iii.
- Lend any money belonging to the firm to any outsider. iv.
- Relinquish or compromise any claim or a portion of any V. claim by the firm.

Take a lease of or acquire immovable property on beharSEP of the firm. vi.

Transfer immovable property belonging to the firm.

Acknowledge any debt due from the firm so as to extend the period of limitation for instituting legal proceeding

against, the firm.

DHANBA

- ix. Submit a dispute relating to the business of the firm to the arbitration.
- Assign, mortgage or charge his share or interest in the firm, whole or in part, to any person other than a partner of the firm.
- 15. That all partners shall be entitled to borrow the money from Banks, Financial institutions, or other parties on suitable terms & conditions and all the partners shall be jointly responsible to repay such loans. Above partners can also approach the bank for overdraft or cash credit for building construction.
 - 16. In the case of death of any partner or partners the partnership business shall not stand dissolved and the heir or heirs of the deceased partner/partners shall be deemed to be a partner/partners on and from the date of death of such partner/partners and the partnership shall stand reconstituted ipso facto.
- 17. That in the event of any partner desiring to retire from the partnership business, they shall give to the other partners three month's notice in writing where upon the proper and amicable adjustment and settlement of accounts may be made in presence of partners and retiring partner.
- 18. That the firm shall be dissolved with consent of all the partners for any reason whatsoever.
- 19. That after dissolution of the firm, the partners shall cause a full and accurate inventory to be prepared of the affairs of the partnership taking into account all the assets of the firm including goodwill and also all liabilities, if any.

20. That at any time within 30 days of the taking of the decision by the partners to dissolve the partnership any partner or partners may elect to take the business of the firm including all assets, liabilities as well as goodwill at a value determined by the annual consent of the partners and in such event he or they shall make payment to the other partners of their shares capital along with shares in the profit of the firm or the share of Nations of determined by the mutual consent of all the parties.

That in all matters not specifically mentioned herein the relationship of the partners shall be governed by the provisions of the Indian Partnership Act, 1932.

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Kishlay Ray.

Bilach Kumar.

22. That all disputes and questions in connection with partnership or this Deed arising between the partners or between any one of them and the legal representatives of the other or others or between their respective legal representative and whether during or after the partnership shall be referred to the arbitration of two arbitrators one to be appointed by each party of this partnership deed and the decision and their representatives.

IN WITNESS WHERE OF THE PARTIES, HERETO, PUT THEIR RESPECTIVE SIGNETURES ON THIS THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESS;

PARTNER'S SIGNATURE;

1. Am Shuklo
Dhanbad.

2.

3. Susmit Ananol
MOSEP 2000

1. Kishlay Pat.

3. Susmit Ananol
Mosephia Patrick

1. Kishlay Pat.

3. Susmit Ananol
Mosephia
Mosep





भारत सरकार GOVT. OF INDIA

Sep 28, 2020

Ref.No.: 88303913203494/TAN/NEW

TO,
RAJ DEVELOPERS
OFFICE NO. 4
SADHNA CENTRE
MAIN ROAD
SARAIDHELA
DHANBAD-828127
JHARKHAND

TEL. NO.:7677344240

Sir/Madam,

Sub: Allotment of Tax Deduction Account Number (TAN) as per Income Tax Act,1961

Kindly refer to your application (Form 49B) dated Sep 19, 2020 for the allotment of Tax Deduction Account Number.

In this connection, the following TAN has been issued to you/your organisation:

RCHR03112E

Please quote the same in all TDS challans, TDS Certificates, TDS returns, Tax Collection at Source(TCS) returns as well as other documents pertaining to such transactions.

Quoting of TAN on all TDS returns and challans for payment of TDS is necessary to ensure credit of TDS paid by you and faster processing of TDS returns.

The above TAN should also be used as Tax Collections at Source Account Number under section 206CA.

Kindly note that it is mandatory to quote TAN while furnishing TDS returns, including e-TDS returns. e-TDS returns will not be accepted if TAN is not quoted.

This supersedes all the Tax Deduction / Collection Account Number, alloted to you earlier.

Income Tax Department

Signature Not ...
Verified

Digitally eighed by NSDL e-Goverance Infrastructure Ltd Date: 2020.09.28 9.441:46 GMT+05:30 Reason: NSDL eTAN Sign Location: Mumber

Caution: Income Tax Department does not send e-mails regarding refunds and does not seek any taxpayer information like username, password, details of ATM, bank accounts, credit cards, etc. Taxpayers are advised not to part with such information on the basis of emails.