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Adril, District Sub-Ragis rar Bhakil Nager, Jalpeigun 2 MAR 2023

Visit Commission Case No. 171 23

# DEVELOPMENT AGREEMENT

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#### BETWEEN

DR. KRISHNA AGARWAL (PAN- ACMPA4047M) (AADHAR NO. 2557 9481 5748) WIFE OF DR. RAJENDRA KUMAR AGARWAL, Hindu by religion, Indian by Citizenship. Doctor by Profession, resident of C/O Sunrise Nursing Home, Ashram Para, P.O & P.S – Siliguri, District – Darjeeling, West Bengal, PIN-734001------hereinafter referred to as the <u>LAND OWNER and/or OWNERS</u> (which term includes their respective heirs, executors, administrators, legal representatives, successors and permitted assigns).

AND

KRM DEVLOPERS (PAN- AAPFK0295G) A Partnership firm having its office at G-0214, 2<sup>nd</sup> Floor, City Center, Siliguri, Matigara - 734010, represented by one of its partners, Sri Sandeep Goyal, (Aadhar Card No. 6819 2171 3117, LTAX P.A. No. ADCPG1754E), son of Shri Bhagwan Goyal, resident of Ananda Bhawan, Seth Srilal Market, Siliguri, P.O. & P.S. Siliguri, District Darjeeling, PIN - 734001, presently residing at Lumina Apartments, Flat No. 11A, Block 4, Uttorayon, Matigara, P.O. & P.S. Matigara, District Darjeeling, PIN - 734010, - hereinafter referred to as the <u>DEVELOPER</u> (which term includes its successors in office, executors, administrators, representatives and permitted assigns).

The Land Owner and/or Owner and Developer are hereinafter individually referred to as such or as **Party** and collectively as **Parties.** 

#### WHEREAS:

 Jogendra Nath Roy S/o Ranajit Roy of Hakim Para, Siliguri was the owner in possession of land measuring 3.80 Acre, as recorded during the revisional settlement in Attestation No. 2024, under R.S Khatian No. 602/2, Sheet No.09, in R.S Plot No. 312 to the extent of 6 annas 3 Ganda 2 Kara share in the lands of the said Khatian as recorded, situated within Mouza Dabgram, P.S Bhaktinagar, Dist-Jalpaiguri.



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- 3) Kartick Adhikary S/o Nalini Mohan Adhikary expired as a bachelor leaving behind him his following legal heirs to jointly inherit his said landed property as per the law of inheritance according to the Hindu Succession Act, 1956:
  - i) Ganesh Adhikary-Brother
  - ii) Bithi Adhikary Sister
  - iii) Malati Rani Acharjee -Sister
  - iv) Mukti Maitra Sister
  - v) Iti Acharjee- Sister.
- 4) The said legal heirs of Kartick Adhikary, as mentioned above sold and transferred the said land measuring 1.03 acre in favour of Smt. IIa Paul w/o Sri Pran Krishna Paul and Smt. Papiya Paul w/o Sri Anil Paul, by virtue of Deed of Sale being No. 6486 dated 09.12.1988, registered in the office of S.R Office, Rajganj and recorded in Book-1, Vol No. 60, Page from 391 to 394 for the year 1988.
- 5) The said Smt. Ila Paul and Smt. Papiya Paul thereafter sold the land measuring 0.343 acre in favour of Smt. Tinku Paul wife of Sri Sanjit Paul by virtue of Deed of Sale being No.389 dated 17.07.2003, registered in the office of S.R Office, Rajganj and thereafter the said Smt. Tinku Paul duly mutated her name in respect of the said land in the office of the B.L & LR() Rajganj, vide Mutation Case No. IX-11-120 D-1/05-06.
- 6) The said Smt. Ila Paul and Smit. Papiya Paul after sale of land measuring 0.343 acre of land out of their total land measuring 1.03 acre in favour of Smt. Tinku Paul, still remained the owner of remaining land measuring 42 Kathas and thereafter they partitioned the said land by virtue of Deed of Partition being No. 3890 dated 16.12.2004, registered in the office of DSR Jalpaiguri and duly recorded their names in respect of the said land in the office of B.L. & L.R.O, Rajganj, vide Case No. IX-11-114 D-1/05-06 and Case No. IX-11-121 D-1/05-06, respectively.

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- 7) The said Smt. Ila Paul, Smt. Papiya Paul and Smt. Tinku Paul thereafter jointly sold and transferred the land measuring 60 Katha, in favour of Sri Niranjan Kumar Mittal son of Late Punam Chand Mittal, Dr. Krishna Agarwal (Owner hereof) W/o Dr.Rajendra Kumar Agarwal and Sri Nem Chand Jain s/o Late Amar Chand Jain by virtue of Deed of Sale No. 1-2704 dated 25.07.2005, registered in the office of A.D.S.R. Rajganj, Dist-Jalpaguri.
- 8) The said Sri Nem Chand Jain s/o Late Amar Chand Jain then sold and transferred his 1/3<sup>rd</sup> share in the total land measuring 60 Kathas, ie land measuring 20 Kathas, in favour of Motex Traders Pvt Ltd, by virtue of Deed of Sale No. 1-2219 dated 28.03.2006, registered in the office of A.D.S.R. Raiganj, Dist-Jalpaguri.
- 9) The said Sri Niranjan Kumar Mittal s/o Late Punam Chand Mittal then sold and transferred his 1/3<sup>rd</sup> share in the total land measuring 60 Kathas, ie land measuring 20 Kathas, in favour of KRM Developers, by virtue of Deed of Sale No. 1-2522 dated 10.04.2018, registered in the office of A.D.S.R. Bhaktinagar, District-Jalpaiguri, West Bengal.
- 10) Motex Traders Pvt. Ltd. then sold and transferred its 1/3<sup>rd</sup> share in the total land measuring 60 Kathas, ie land measuring 20 Kathas, in favour of KRM Developers, by virtue of Deed Of Sale No. 1-6717/18 dated 10.09.2018, registered in the office of A.D.S.R. Bhaktinagar, District-Jalpaiguri, West Bengal.
- 11) Whereas the Owner, Dr. Krishna Agarwal being owner in possession of 1/3<sup>rd</sup> share in the total land measuring 60 Kathas, ie land measuring 20 Kathas of vacant land in R.S Plot No.312(part) corresponding to L.R Plot No. 185(part), R.S. Khatian being No. 602/2 corresponding to L.R. Khatian being No. 372 & 450 were duly issued by the competent Authority B.L. & L.R.O. Siliguri.
- 12) Whereas the developer i.e. KRM Developers by virtue of Deed of Sale No. 1-2522 dated 11.04.2018, registered in the office of A.D.S.R. Bhaktinagar, District-Jalpaiguri, West Bengal and by virtue of Deed Of Sale No. I-6717/18 dated 10.09.2018, registered in the office of A.D.S.R. Bhaktinagar, District-Jalpaiguri, West Bengal thus absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the vacant land of 40 Kathas and such land being adjacent to the vacant land of Dr. Krishna Agarwal (Land Owner/Owner herein).

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- 13) Therefore, the Owner is thus absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the land, more fully and particularly described in the Schedule "A" below and hereinafter referred to as "the said Premises".
- 14) Whereas the land/s of the Owner & Developer are adjacent and continuous and for the purpose of an integrated development of the said Premises of the Owner as well as the Developer, and the Owner not having sufficient and adequate funds, resources and expertise was looking for a developer, and the Developer being an expert in the field of Real Estate, both parties mutually decided to construct multistoried residential and a part commercial building portion thereon by amalgamating their land/s in a single piece vide an Affidavit for amalgamation of land dated 24.03.2022, to which Owner have agreed on the terms and conditions as stated hereunder.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

#### I. Subject Matter of Agreement:

#### (a) Development and Commercial Exploitation of the Said Premises:

Terms and Conditions agreed between the Owner and the Developer with regard to development and commercial exploitation of the 1/3<sup>rd</sup> share in the total land measuring 60 Kathas, ie land measuring 20 Kathas, more or less, situated within Pargana - Baikunthapur, Mouza - Dabgram, P.S - Bhaktinagar, J.L No. 02, appertaining to and comprised in L.R. Plot No. 185(part), R.S. Khatian No. 602/2 corresponding to R.S Plot No. 312(part), L.R Khatian No. 372 & 450, Additional District Sub-Registry Office Rajganj, District Jalpaiguri, the said Premises more fully and particularly described in the Schedule "A" below.

#### II. Representations, Warranties and background:

#### A. Owner/s' Representations:

The Owner by virtue of of Deed of Sale No. 1-2704 dated 25.07.2005, registered in the office of A.D.S.R. Rajganj, Dist-Jalpaguri is the legal and rightful owner being absolutely seized and possessed of and well and sufficiently entitled to land



constituting the said Premises. An area measuring 1/3<sup>rd</sup> share in the total land measuring 60 Kathas, ie land measuring 20 Kathas, equivalent to single share of the Owner in the Schedule "A" land is lawfully owned by the Owner singly.

- (a) No Previous Agreement: Save and expressly mentioned in this Agreement the Owner have not dealt with their rights in the said Premises in any manner nor created any right, title or interest therein in favour of any third party in any manner whatsoever or howsoever and has/have not entered into or been party to any agreement of any nature whatsoever including but not limited to agreement for sale, transfer, lease, development, assignment etc. in respect of the said Premises save as expressly mentioned herein.
- (b) No Attachment: The rights of the Owner in the said Premises never was or is subject to any attachment under the Public Demands Recovery Act, 1913 or the Income Tax Act, 1961 or any other statute for the time being in force and there are no certificate cases or similar proceedings pending against the said Premises.
- (c) No Investigation: The rights of the Owners in the said Premises is not the subject of any investigation, inquiry, process or request for information in respect of any aspect of the rights of the Owner in the said Premises by any authority, governmental body, department, board or agency etc. which may in any manner affect or impact the rights of the Owner in the said Premises and/or the rights granted herein and no such procedures are pending nor do any such facts exist which are likely to give rise to any such procedure.
- (d) Compliances Made: Compliances are being made and have at all times been made and shall continue to be made with all applicable laws, statutes, by-laws, permits, obligations, statutory instruments and requirements with respect to the said Premises, its occupation, possession, use etc. and the Owner shall continue to make such compliances in connection with the performance of their obligations under this Agreement and will not do or permit anything to be done which may cause of otherwise result in a breach of this Agreement or cause any detriment to the transaction herein envisaged.
- (e) No Prejudicial Act: The Owner shall not transfer or alienate their rights in the said Premises or cause any matter to be done or perpetrated which may prejudicially or



(f) No Litigations: The Owner hereby affirm, confirm & state the Developer that the said Premises is free from all encumbrances and/or litigation/s.

#### B. Developer's Representations:

- (a) Infrastructure, Expertise and Financial Capacity of Developer: The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field. Further, the Developer has adequate financial capacity to carry out and complete the entire development process as per sanctioned building plan and representations made to prospective customers of units in brochures or any other advertisement material.
- (b) Plea for Non-Completion: The Developer shall not at any point take plea that the development in the said Premises cannot be carried out due to lack of financial capacity including any cost enhancement (arising out of escalation in prices of materials, labor, fuel, etc.) in completing the said project in habitable condition.
- (c) Developer has Authority: The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- (d) Decision to collaborate for Development: The Developer has collaborated with the Owner for the purpose of development of the project in the Said Premises.
- (e) No Litigations: The Developer has been assured by the Owner that the said premises is free from all encumbrances and/or litigation/s.
- III. Final Terms & Conditions: Pursuant to the above and relying on the representations made by the Parties to each other and the terms agreed upon by the Parties, the final terms and conditions for the said Project (defined in Clause IV) are being recorded by this Agreement.

### IV. Basic Understanding:

(a) Salient Features of said Project: It has been agreed between the Owner and the Developer that the said Premises shall be developed by constructing thereon

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residential and a part commercial building portion with common amenities and facilities (collectively said Complex and individually Block) and commercially exploiting the said Complex for the benefit of the Parties hereto (such development and commercial exploitation collectively said Project). The other salient features of the said Project shall be as follows:

- i. Commercial Exploitation of the said Complex: The said Complex shall be commercially exploited by transferring the independent units with amenities in the said Complex to prospective transferee collectively Transferees, which expression includes, without limitation or exception all persons who agree to buy units of the said complex, the Owner & Developer shall respectively bear the GST, Income Tax, TDS if applicable to be deducted and any other statutory outgoings liability etc. if any.
- ii. Construction as per Building Plan: The Developer shall at its own cost get sanctioned from the concerned sanctioning authority (after having received all consents, licenses, permissions, authorizations, certifications, registrations and/or approvals from requisite Government Departments or authorities, such as Fire and Safety Department, Department of Telecom, Airport Authority of India, Siliguri Municipal Corporation, Pollution Control Board, any other department as applicable and pertaining to the requirement for development of the said Project) a building plan for construction of the said Project.
- iii. Costs of Development: The Developer shall bear and pay all costs and expenses of and relating to the said Project and shall have absolute right and full authority to appoint consultants, advisors, contractors, sub-contractors, agents, sub-agents etc.
- iv. Banking APF & loans: The Developer shall be entitled to obtain project or any other loan/s, etc, from any banks, Financial Institution etc. if needed, for the development of the said Premises or charge or mortgage the said premises and also if required the Owner/s shall provide personal guarantee to obtain such loan/s and also to enable the Transferees to apply and obtain hassle free housing

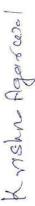
loan/s and/or any other loan/s and the Owner/s shall cooperate in all respect with the Developer for the sanction of such loan/s.

#### V. Appointment and Commencement:

- (a) Appointment and Acceptance: The Parties hereby accept the Basic Understanding between them as recorded in Clause IV above and all other terms and conditions concomitant thereto. Consequent thereto, the Owner/s hereby appoints the Developer as the developer of the said Premises with the right of execution and implementation of the said Project and the Developer hereby accepts the said appointment by the Owner.
- (b) Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the date of this Agreement and shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

#### VI. Sanction & Construction:

- (a) Survey & Measurement: The said Premises has been surveyed and measured jointly by the Parties and the measurements given in Schedule "A" of this Agreement are final. It is agreed between the Parties that in the event of any change/alteration in such measurement at any time hereafter resulting in a reduction in the FAR, the respective allocation of percentage in the proposed building shall remain unaltered.
- (b) Architect & Consultants: The Developer shall appoint and pay the professional fee, supervision charges, all costs and expenses of the Architect be it a person or other association of persons, firm/s whether incorporated or not, body corporate and/or any other consultant engaged in connection with construction work of the said Project and the Owner shall have no liability or responsibility in respect thereof.
- (c) Statutory Compliances: The Developer shall ensure and shall pay all statutory liabilities relating to development of the said Project on a timely basis which includes but is not limited to labor laws, GST, income tax or any other law or Act in





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force either presently or in future. Further, the Developer shall attend to all assessments/proceedings/notices raised under any law or Act in relation to development of the said Project and the Owner shall have no liability or responsibility in respect thereof. However, the Income Tax liability pertaining to the Owner as Capital Gains or otherwise by virtue of this agreement shall be the responsibility of the Owner. GST liability or any other statutory liabilities etc. in respect of unsold units shall be as mentioned in clause IV (a) i hereinabove.

- (d) Construction as per specification: The Developer shall, at its own cost, risk and responsibility, construct, erect and complete the said Complex by adhering to the sanctioned plans and as per standard specifications, common to all units of the said Complex.
- (e) Completion Time: With regard to completion of said Project, it has been agreed between the parties that subject to Force Majeure (defined in Clause XX), the Developer shall complete the said Project within a period of 48 (forty eight) months, with a further grace period of 1 year (12 months) i.e. Completion Time, from the Effective Date of handing over physical possession of the said demised land without any encumbrances by the Owner to the developer.
- (f) Common Portions: The Developer shall, at its own costs, install and erect in the said Complex, the common areas and amenities such as Stairways, Lifts, Passages, Driveways, Common Lavatories, Electric Meter Spaces, Pump Rooms, Reservoirs, Overhead Water Tanks, Water Pumps and Motors, Water Connection, Drainage and Sewerage Connection, Community Facility, recreational and other facilities required for establishment, enjoyment maintenance and management of the said Complex (collectively Common Portions).
- (g) Building Materials: The Developer shall be authorized in the name of the Owner to apply for and obtain at the costs of the Developer, quotas, entitlements and allocations for Cement, Steel, Bricks and other building materials and inputs and facilities allocable to the Owner and required for construction of the said Complex and the Owner shall have no liability or responsibility thereof. It is clarified that the Owner shall not interfere under any circumstances in the procurement of the building materials by the Developer in respect of construction of the said Complex.



It is further clarified that the Developer shall not use delay or constraint in the procurement of the aforesaid construction materials as a reason for delay in completion time.

- (h) Temporary Connection: The Developer shall be authorized in the name of the Owner to apply for and obtain at the costs of the Developer, temporary connections of water, electricity drainage and sewerage upon payment of all usage and other applicable charges and the Owner/s shall have no liability or responsibility thereof.
- (i) Modification: Any amendment or modification to the building plan may be made or caused to be made by the Developer at its sole discretion. Cost of such modification shall be borne entirely by the Developer. The Owner expressly agrees to the same.
- (j) Co-operation: Neither party shall indulge in any activity that may be detrimental to the said Project and / or which may affect the mutual interest of the parties. The parties shall provide all cooperation that may be necessary for successful completion of the said Project.

#### VII. Powers and Authorities:

(a) Power of Attorney: Simultaneously herewith, the Owner shall grant to the Developer and / or its nominees a Power of Attorney relating to the said Premises for the purposes of (1) construction of the said Complex in terms of this agreement (2) sale of the units comprised in the said Complex (3) entering into and executing agreement to sale with the transferees (4) banking approval of the project, execution of tripartite agreement and other banking documentation requirements as may arise (5) executing the Deed of Sale (6) to apply for and/or obtain project loan or any other loan/s from any Bank/s,Financial Institution/s etc. & to create mortgage for obtaining such loan/s and to sign & represent Bank guarantee, Personal guarantee, Loan document/s, etc. for obtaining such loan/s (7) any other documentation. The Owner shall discharge by virtue of such Power of Attorney, all the authorities in favour of the developer and the developer has full authority to sign and act on behalf of the Owner in the said premises.



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(b) Further Acts: Notwithstanding grant of the Power of Attorney, the Owner hereby undertakes that the Owner shall execute, as and when necessary for enabling the Developer to perform all obligations under this agreement, as and when necessary all papers, documents, plans etc. or any Power's of Attorney that may be necessary.

# VIII. Consideration, Receipts, Adjustments and Deductions:

- (a) Owners' Allocation: The Developer shall, at its own costs and expenses, construct, finish, complete the said complex and shall pay to the owner a total sum of Rs. 9,00,00,000/- (Rupeees Nine Crores only) as Owner's Allocation and also allot 1 (one) flat measuring about approx. 1800 sqft. Super Builtup Area along with right to park 1(one) car in the parking area on completion of the said project.
- (b) Developer's Allocation: The Developer shall be entitled to remaining of the Sale Proceeds / Area of the Total Saleable Area of the said Project excluding 1(one) flat and right to park 1(one) car in the parking area allocated for the owner as mentioned above.
- (c) Advance: The Developer shall pay to the Owner a total sum of Rs.9,00,00,000,000/(Rupees Nine Crores only) only towards the Owners' Allocation out of which Rs. 55,55,555/- (Rupees Fifty Five Lakh Fifty Five Thousand Five Hundred Fifty Five only) has already been paid and the Owner hereby acknowledges the receipt of the same. The remaining amount of the Owner's Allocation shall be paid by the Developer to the Owner from time to time as per the convenience of the Developer but not exceeding maximum 5(five) years from the date of execution of these presents. TDS as applicable shall be deducted from such advance amount/s paid by the developer. The developer may pay the Owner the balance advance amount in part/s as per mutual understanding between them.

#### IX. Agreements & Conveyance:

(a) Agreements: All Agreements with respect to sale of any unit/s, flat/s, parking/s, garage/s, servant quarter/s, commercial space/s, shop/s, office/s in the said project and receipt of any amount, either as advance/baina/earnest money shall be signed by



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(b) Conveyance: The Owner shall grant to the Developer and / or its nominees an irrevocable Power of Attorney to sign the Conveyance Deed on behalf of the Owner as the 'Sellers' of the Unit and undivided proportionate share of land. The Agreements and/or Deed Of Sale shall be prepared by the Developer and duly executed by the developer thereof.

#### X. Sale & Marketing etc.:

- (a) Sale of Units: The Developer shall be entitled to deal with/transfer the Units and parking space in the said complex. It is however clarified that the Developer alone shall be entitled to receive and appropriate from Transferees (as the case may be) all deposits and extra charges including (1) GST as applicable, (2) charges for HT/LT electric equipment and cabling, transformers, sub-stations, electrical infrastructural cost/s etc., if any (3) charges for generator and other amenities and facilities, fire charges, water connection charges, collapsible gates, club house charges & any other charges, if any (4) deposits and advance for maintenance charges and (5) deposits and advance for common charges and facilities, if any. For permanent electric connection to the Units, the Transferees and/or owner shall pay the deposits demanded by W.B.S.E.D.C.L and / or other agencies.
- (b) Marketing: The developer shall have all the rights to market and sale the portions of developer's allocation as well as of the owner allocation at the prevailing market rates, and the owner expressly agrees to the same.
- (c) Insurance: The Developer shall be entitled to take coverage of insurance of the buildings or any part or portion thereof or any building material and/or workmen during the construction work. The Developer shall be responsible for payment of all premiums thereof and shall be the beneficiary of such insurance policy.

# XI. Completion and Possession:

(a) Transfer of Shares of Unit/s: In consideration of the Developer constructing the said complex, the Owner shall grant to the Developer and / or its nominees an



(b) Costs of Transfer: The costs of the execution and registration, as applicable, of all the transfer documents including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

#### XII. Taxes and Outgoings:

- (a) Relating to Period Prior to Possession: All municipal taxes, land revenue and outgoings (collectively taxes) on the said Premises from the period of physical handing over of the said premises, without any encumbrances to the developer by the owner/s till the date the Developer completes the construction on the said demised premises shall be borne, paid and discharged by the Developer. It is made specifically clear that all municipal taxes, land revenue, cess, any other outstanding or any other statutory outgoings etc. up to such date (the date of handing over physical possession of the said premises by the owner to the developer) shall remain the liability of the Owner and all such dues shall be borne, paid and cleared by the owner on/before handing over of possession or as and when called upon by any statutory authority.
- (b) Relating to Period After Possession: All taxes on the said Premises relating to the period after the date of Developer commencing construction on the said Premises in terms of this Agreement shall be borne, paid and discharged by the Developer. It is made specifically clear that all taxes outstanding for the aforesaid period shall remain the liability of the Developer and such dues shall be borne and paid by the Developer as and when called upon by any statutory authority.
- (c) Relating to a Period after Transfer/Booking: On and from the Transfer/Booking, the Transferees shall pay the Taxes applicable to their respective Units.



- (a) Maintenance: The developer shall alone be solely authorized to frame the scheme for the upkeep, management, maintenance and administration of the said new buildings/blocks at the said premises and/or common part thereof. The Developer is hereby also authorized at its sole discretion to appoint a commercially run facility manager/s for the upkeep, management, maintenance and administration of the said new buildings/blocks at the said premises and/or common part/s including amenities and facilities thereof.
- (b) Maintenance Charge: As and from the Transfer Date, the Transferees and/or owner/s (as the case may be) shall become responsible for proportionate payment of all charges for maintenance and upkeep of the common portions in the said Complex (Maintenance Charges). The maintenance charges shall be fixed by the Developer and till such maintenance and upkeep is handed over to the Association, the Developer or an agency nominated by the Developer to discharge the functions of maintenance and upkeep shall collect the maintenance charges. The Developer or Agency nominated by the Developer shall collect such maintenance charges plus GST as applicable as determined by them in advance of 12(twelve) months from the transfer date and thereafter every monthly/quarterly/halfyearly/yearly charge/s, cost/s and service charges etc. as mutually decided and agreed between the Developer and the said facility manager/s and the Owner and the transferee/s hereby agrees to pay such charges, cost/s, and service charge/s etc. as levied by the Facility manager/s and/or by the Developer and also to abide by all the Rules and Regulations of such Management/Society/Association/ Holding Organization/Facility Manager/s and hereby give their consent to abide by the same.

#### XIV. Common restrictions:

(a) Applicable to all: All Transferees as well as owner shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the said Complex.



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#### XV. Indemnity:

- (a) By Developer: The Developer hereby indemnifies and agrees to keep the Owner saved, harmless and indemnified of from and against any and all actions, suits costs, proceedings, claim losses, damages or liabilities (whether criminal or civil) that the Owner may suffer in relation to the said Project and/ or to the development of the said Premises and/or to the construction of the said Complex and/or defects therein and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of Developer's consultants, architects, contractors, employees and/or Developer's Transferees and any breach resulting in any successful claim by any third party in connection with the above or non-compliance of any statutory laws or violation of any permission, rules, regulations or bye-laws or arising out of any construction related accident or otherwise.
- (b) By Owner: Owner hereby indemnifies and agrees to keep Developer saved, harmless and indemnified of from and against any and all actions, suits, costs, proceedings, claim losses, damages or liabilities (whether criminal or civil) suffered by Developer in relation to any defect in rights of Owners/in the said Premises and/or any encumbrance or liability whatsoever thereon and those resulting from breach of this Agreement by the Owner, including any act of neglect or default of Owner/s' consultants, employees and/or Owner/s' Transferees and any breach resulting in any successful claim by any third party in connection with the above.

#### XVI. Miscellaneous:

- (a) Parties Acting under Legal Advice: Each party has taken and shall take their own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other party shall not be responsible for the same.
- (b) Essence of Contract: Owner and Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- (c) Documentation: Developer shall be responsible for meeting all costs and expenses towards execution and registration of this Agreement and any document for giving effect to all or any of the terms and conditions set out in this Agreement. Owner



- (d) Valid Receipt: The owner do hereby agrees, confirm, admit and discharge the developer of the duty from taking any physical signed copy of money receipts for the advance/s paid of the owner/s allocation so received in the bank accounts shall be deemed to be have received by the owner and shall be a valid receipt/s for the developer of the amounts/s received by the owner.
- (e) No Implied Waiver: Failure or delay by either Party to enforce any right under this Agreement shall not amount to an implied waiver of any such right.
- (f) Further Acts: The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- (g) No Demise or Assignment: Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Premises or any part thereof to Developer by the Owner or as creating any right, title or interest therein in favour of Developer except to develop the said Premises in terms of this Agreement.
- (h) Amalgamation Deed: The Parties hereby agree to amalgamate both their piece and parcel of land/s into a single piece and parcel of land.
- XVII. Nomanclature: That name of the Complex "MayFair Majestic" to be constructed in the said premises, the name/s of the Building/s and/or block/s etc. shall be as decided by the Developer and the owner/s hereby expressly agrees to the same. Such name/s and the nomenclature shall not be changed by any association or society of the shop/s/office space/s/unit/s /flat/s owner/s / occupant/s or any other person claiming through them including the owner/s and/or their transferee/s. The name of the respective buildings/blocks shall also remain the same and unchanged. Further, at all times, the name of the Complex as decided by the Developer and the name "SANDEEPG. REALESTATE" shall be displayed at prominent places in the said Residential and Commercial buildings/blocks. The copy right/ trade mark / property mark and all intellectual property shall always remain and vest with the Developer, and no person, including but not limited to the Buyer Association / Society or the occupant(s) and the owner/s or their transferee/s shall have any claim or right of any nature whatsoever on the said intellectual property.



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#### XVIII. Termination:

(a) No Termination: None of the Parties shall be entitle to cancel or rescind this Agreement without recourse to Arbitration. In the event or any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such reliefs.

#### XIX. Entire Agreement:

(a) Supersession: This Agreement constitutes the entire Agreement between the Parties and revokes and supersedes all previous discussions/correspondence and Agreements between the Parties, oral or implied but does not impact any correspondence or Agreement made contemporaneously or hereafter, which shall all be deemed to be part of and included in this Agreement and shall govern and bind the Parties.

#### XX. Copies:

(a) All Originals: Only one copy of this Agreement is being executed which shall be registered and the original of such registered copy shall be retained by Developer and shall be the property of Developer. Owner shall have a certified copy of the registered Agreement.

#### XXI. Force majeure:

- (a) Meaning of Force Majeure: The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the parties are prevented in meeting the obligation under this Agreement by reason of (1) Acts of God, (2) Acts of Nature (3) Pandemic/Epidemic.
- (b) Saving due to force Majeure: If either Party is delayed in or prevented from performing any of their / its obligations under this Agreement by any event of force majeure, such Party shall be deemed not to have defaulted in the performance of





their / its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.

# XXII. Severance:

- (a) Partial Invalidity: If any provisions of this Agreement or the application thereof to any circumstances shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provisions to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (b) Deletion of invalid Provision: If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.
- (c) Reasonable endeavor for substitution: The parties agree, in the circumstances referred above, to use all reasonable endeavor to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

#### XXIII. Reservation of Rights:

- (a) Right to Waive: Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.
- (b) Forbearance: No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in



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- any way affect, diminish or prejudice the right of such Party to require performance of that provisions.
- (c) No Waiver: Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and / or position other than as expressly stipulated in this Agreement.
- (d) No Continuing Waiver: A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay or any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not any manner constitute a continuing waiver and / or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

#### XXIV. Amendment / Modification:

(a) Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this Agreement.

#### XXV. Notice:

(a) Mode of Service: Any legal notice for default under this Agreement (Notice) or other written communication given under or in connection with this Agreement (Communication) may be delivered personally or sent by registered post with acknowledgement due to the proper address and for the attention of the relevant party (or such other address as is notified in the manner mentioned in this Clause by each party from time to time).



- (b) Time of Service: Any notice or communication shall be deemed to have been served (1) if delivered personally at the time of delivery and (2) if sent by registered post, on the 4<sup>th</sup> day of handing over the same to the postal authority.
- (c) Proof of Service: In providing such service it shall be sufficient to prove that personal delivery was made or in the case of registered post, that notice or communication was property addressed and delivered to the postal authority.
- (d) E-mail: Notice or Communication by e-mail shall not be considered as an acceptable mode of service.

#### XXVI. Arbitration:

(a) Referral of disputes to Arbitration: Any and all disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement between the Owner/s and the Developer, shall be referred to and finally resolved by Arbitration by an Arbitrator in terms of the Arbitration and Conciliation Act, 1996. The interim/final award given by the Arbitrator shall be binding on the parties hereto. Arbitration shall be held at Siliguri.

#### XXVII.Jurisdiction:

(a) Court: The Courts at Jalpaiguri only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

#### XXVIII. Rules of Interpretation:

- (a) Presumptions Rebutted: It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of parties to the said Premises and / or this Agreement.
- (b) Statutes: In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as 'amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this



Agreement and shall also be construed as referring to any previous statue, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statue, statutory provision or subordinate legislation. Any reference to a statue, statutory provision or subordinate legislation shall be construed as including references to all statutory instruments, orders regulations or other subordinate legislation made pursuant to that statute, statutory provision or subordinate legislation.

- (c) Number: In this Agreement, any reference to singular includes plural and viceversa.
- (d) Gender: In this Agreement, words denoting any gender including all other genders.
- (e) Party: In this Agreement any reference to a party is to a party to this Agreement.
- (f) Clause or Paragraph: In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- (g) Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.
- (h) Headings: In this Agreement headings, are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
- (i) Definitions: In this Agreement, words put in brackets and in bold print define the word, phrase and expression immediately preceding.

# SCHEDULE "A" ABOVE REFERRED TO

(Description of the said Premises)

All that piece or parcel of 1/3<sup>rd</sup> share of the total land measuring 60 cotthas that is 20 Kathas, appertaining and forming part of R.S Plot No 312(part), corresponding to LR Plot No. 185(part), recorded in R.S Khatian No. 602/2, L.R Khatian No. 372 and 450 under Mouza-Dabgram J.L.



No.02, Sheet No. 09. P.S. Bhaktinagar, District Jalpaiguri, in state of West Bengal, under Gram Panchayat Area. ROR Salari/Danga Proposed use of land is for Housing Complex.

The aforesaid landed property is butted and bounded as follows:

NORTH

: Land of Rabindra Nath Roy, Miting Roy, Sagarika Devi & others

SOUTH

: 19' Wide High Drain and then 30' Wide Road

EAST

: Land Of Himalayan Coach

WEST

: Land Of I.O.C.L Pipe Line





IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seals to these presents on the day month and year first above written.

Signed by the above named	
Dr. Krishna Agarwal	Krrshn Agerus
in presence of:	(Krishna Agarwal)
6 Ambieka Barman 5 0 J.C. Barnon P.O - Pani Chouca, P.S. Sidai Dist - Coochbehan, West Bergerl Figyled on behalf of	Parties 1
ist presence of	( Developer )
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Krishno Agarwal Signature



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# **IDENTIFIER PHOTO SHEET**

# **PHOTO**



# **LEFT THUMB IMPRESSION**



Ambika Bonomery

Signature of Identifier



#### Government of West Bengal

# Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. BHAKTINAGAR, District Name :Jalpaiguri Signature / LTI Sheet of Query No/Year 07112000396656/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.		tant Category	Photo	Finger Pr	rint Signature with date
1	Dr KRISHNA AGARV C/O SUNRISE NURSHING HOME, ASHRAM PARA, City Not Specified, P.O:- SILIGURI, P.S:-Siligu District:-Darjeeling, W Bengal, India, PIN:- 734001	r:- ıri,	Knishna Agawa		Knishre Agene
SI No.	Name of the Execut	ant Category	Photo	Finger Pr	rint Signature with date
2	Mr SANDEEP GOYA ANANDA BHAWAN SETH SRILAL MARK City:- Not Specified, P.O:- SILIGURI, P.S:- Siliguri, District:- Darjeeling, West Beng India, PIN:- 734001	ative of Developer [KRM DEVLOPE RS]			KRM Developer
SI No.	Name and Address of identifier	Ident	itier of	Photo Finge	or Print Signature with date
1	Mr AMBIKA BARMAN Son of Mr JAGAT CHANDRA BARMAN BALAPUKHARI, City:- Not Specified, P.O:- PANIKHAWA, P.S:-Sitai, District:- Coochbehar, West Bengal, India, PIN:- 736167	Mr SANDEEP G	OYAL		Ambika Barman 28/02/23

(Biswarup Goswami)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
BHAKTINAGAR

Jalpaiguri, West Bengal

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# Major Information of the Deed

Deed No :	I-0711-01496/2023	Date of Registration	02/03/2023	
Query No / Year 0711-2000396656/2023		Office where deed is registered		
Query Date 14/02/2023 4:19:49 PM		A.D.S.R. BHAKTINAGAR, District: Jalpaiguri		
Applicant Name, Address & Other Details	RITIKA SOMANI CITYCENTRE,Thana: Matigara, Mobile No.: 9832080363, Status	District : Darjeeling, WEST BE		
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 55,55,555/-]		
Set Forth value		Market Value		
Rs. 1/-		Rs. 1,33,65,000/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 20,021/- (Article:48(g))		Rs. 55,577/- (Article:E, E, B)		
Remarks		i i i		

#### Land Details:

District: Jalpaiguri, P.S:- Bhaktinagar, Gram Panchayat: DABGRAM-II, Mouza: Dabgram Sheet No - 9, Jl No: 2, Pin Code: 734006

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	A STATE OF THE PARTY OF THE PAR	Market Value (In Rs.)	Other Details
L1	RS-312	RS-602/2	Bastu	Danga	20 Katha	1/-		Width of Approach Road: 30 Ft., Adjacent to Metal Road,
	Grand	Total:			33Dec	1 /-	133,65,000 /-	

#### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
	Dr KRISHNA AGARWAL (Presentant) Wife of Dr RAJENDRA KUMAR AGARWAL C/O SUNRISE NURSHING HOME, ASHRAM PARA, City:- Not Specified, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:-734001 Sex: Female, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: ACXXXXXXTM, Aadhaar No: 25xxxxxxxx5748, Status:Individual, Executed by: Self, Date of Execution: 28/02/2023, Admitted by: Self, Date of Admission: 28/02/2023, Place: Pvt. Residence, Executed by: Self, Date of Execution: 28/02/2023, Admitted by: Self, Date of Admission: 28/02/2023, Place: Pvt. Residence

#### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
	KRM DEVLOPERS G-0214, 2ND FLOOR, CITY CENTER, City:- Not Specified, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734010, PAN No.:: AAxxxxxxx5G,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

# Representative Details:

SI No	Name,Address,Photo,Finger print and Signature
	Mr SANDEEP GOYAL Son of Shri BHAGWAN GOYAL ANANDA BHAWAN SETH SRILAL MARKET, City:- Not Specified, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxxx4E, Aadhaar No: 68xxxxxxxx3117 Status: Representative, Representative of: KRM DEVLOPERS (as PARTNER)

## Identifier Details :

Photo	Finger Print	Signature
	Photo	Photo Finger Print

Transfer of property for L1

SI.No From To. with area (Name-Area)

1 Dr KRISHNA AGARWAL KRM DEVLOPERS-33 Dec

#### Endorsement For Deed Number: I - 071101496 / 2023

#### On 17-02-2023

#### 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 1.33.65.000/-



#### Biswarup Goswami ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR

Jalpaiguri, West Bengal

#### On 28-02-2023

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

Presented for registration at 18:30 hrs on 28-02-2023, at the Private residence by Dr KRISHNA AGARWAL .Executant.

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

Execution is admitted on 28/02/2023 by Dr KRISHNA AGARWAL, Wife of Dr RAJENDRA KUMAR AGARWAL, C/O SUNRISE NURSHING HOME, ASHRAM PARA, P.O: SILIGURI, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Professionals

Indetified by Mr AMBIKA BARMAN, , , Son of Mr JAGAT CHANDRA BARMAN, BALAPUKHARI, P.O: PANIKHAWA, Thana: Sitai, , Coochbehar, WEST BENGAL, India, PIN - 736167, by caste Hindu, by profession Service

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

Execution is admitted on 28-02-2023 by Mr SANDEEP GOYAL, PARTNER, KRM DEVLOPERS (Partnership Firm), G-0214, 2ND FLOOR, CITY CENTER, City:- Not Specified, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734010

Indetified by Mr AMBIKA BARMAN, , , Son of Mr JAGAT CHANDRA BARMAN, BALAPUKHARI, P.O: PANIKHAWA, Thana: Sitai, , Coochbohar, WEST BENGAL, India, PIN - 736167, by caste Hindu, by profession Service

Biswarup Goswami ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR

Jalpaiguri, West Bengal

#### On 01-03-2023

#### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 55,577.00/- ( B = Rs 55,556.00/- ,E = Rs

21.00/- ) and Registration Fees payable in this document is to so, or 1.00/- ) and Registration Fees paid by by online = Rs 55,577/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/02/2023 2:06PM with Govt. Ref. No: 192022230300390778 on 17-02-2023, Amount Rs: 55,577/-, Bank: SBI EPay ( SBIePay), Ref. No. 3632810367623 on 17-02-2023, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by by online = Rs 19,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/02/2023 2:06PM with Govt. Ref. No: 192022230300390778 on 17-02-2023, Amount Rs: 19,921/-, Bank: SBI EPay ( SBIePay), Ref. No. 3632810367623 on 17-02-2023, Head of Account 0030-02-103-003-02

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Biswarup Goswami ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR

Jalpaiguri, West Bengal

#### On 02-03-2023

# 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 : 48 (g) of Indian Stamp Act 1899.

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 35, Amount: Rs.100.00/-, Date of Purchase: 01/02/2023, Vendor name: Subhankar Ghosh

DIN

Biswarup Goswami
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR

Jalpaiguri, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0711-2023, Page from 36345 to 36378 being No 071101496 for the year 2023.



2/1/

Digitally signed by BISWARUP GOSWAMI Date: 2023.03.13 12:59:16 +05:30 Reason: Digital Signing of Deed.

(Biswarup Goswami) 2023/03/13 12:59:16 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR West Bengal.

(This document is digitally signed.)