

14854/116

2

14852/116



1637/116

1-416377/116

sheets and the signature sheet of WEST BENGAL are part of the document.

Registrar, Malda
U/s 7(2) of the Registration Act

09 DEC 2016

Sri Krishnendu Narayan Chowdhury
SECRETARY
KALITALA CHARITABLE TRUST
Malda

2331

D 052331

Sri Milan Chakraborty
MANAGING DIRECTOR
ADVANTAGE BENGAL INFRASTRUCTURE LTD

Director

ARTICLES OF DEVELOPMENT AGREEMENT

ARTICLES OF DEVELOPMENT AGREEMENT made at Malda this 5th day of December, 2016.

BETWEEN

KALITALA CHARITABLE TRUST having its permanent office at Beltala South, M.S. Road, P.S.- English Bazar, P.O. & Dist.- Malda, PIN - 732101 (W.B.) represented by its Secretary **SRI KRISHNENDU NARAYAN CHOWDHURY**, S/o.- Late Manindra Narayan Chowdhury, resident of Golapatti, P.S.- English Bazar, P.O. & Dist.- Malda, PIN- 732101 (W.B.), hereinafter called "OWNER" (Which expression shall unless, excluded by or repugnant to deemed to mean and include executors, administrators, successors and assigns) of the **ONE PART**.

AND

ADVANTAGE BENGAL INFRASTRUCTURE LIMITED, having its registered office at 47/H/1, Ballygange Tarrace, Kolkata- 700029 and Branch Office at Netaji More Shopping Complex, P.S.- English Bazar, P.O. & Dist.- Malda (W.B.) PIN- 732101 represented by its Managing Director **SRI MILAN CHAKRABORTY**, S/o.- Late Kushilal Chakraborty, residing at Netaji More, P.S.- English Bazar, P.O. & Dist.- Malda (W.B.) PIN- 732101 hereinafter called and referred as "DEVELOPER/ BUILDER" (Which expression shall unless, excluded by or repugnant to deemed to mean and include executors, administrators, successors and assigns) of the **OTHER PART**.

Deef

Sl. No. 70 Date 2/12/2016 Value 5000/-

Name MR Krishnendu Narayan Chowdhury
Address Goolaputts
PO E Bazar Malda

Secretary
Krishnendu Narayan Choudhury
KALITALA CHARITABLE TRUST
N.S. Road, Malda

Sadar Office, Malda
Signature.....



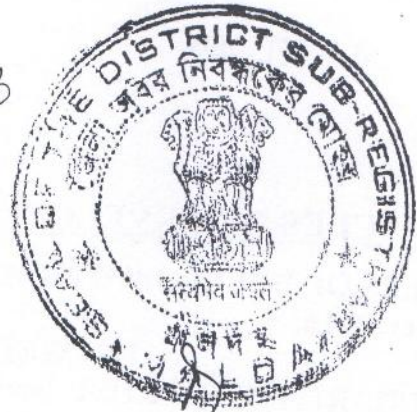
5382
05/12/16

Haripada Ghosh
Sadar Stamp Vendor
D. Reg. Office, Malda
L. No-58

Secretary
Krishnendu Narayan Choudhury
KALITALA CHARITABLE TRUST
N.S. Road, Malda



5353



Advantage dengar Infrastructure Ltd.

Director

Registrar, Malda
U/s 7(2) of the Registration Act

05 DEC 2016

Prabir Kumar Banthia

(2)

Secretary
Krishnendu Narayan Chowdhury
KALITALA CHARITABLE TRUST
N.S. Road, Malda

Advantage Bengal Infrastructure Ltd
Director

WHEREAS the land measuring 14 ½ decimal in the RS Khatian number 86, J.L.Number 68, Plot Number : 1593 , Ward number :2(earstwhile 5); Mouza: Mokdumpore originally belonged to Saharransyshu Kanta Acharrya and his name was recorded in the Records of Rights vide RS Khatian no 86.

WHEREAS the Kalitala Charitable trust is a trust engaged in philanthropic work and promote culture, proliferation of education and sports activities in the English Bazar area.

WHEREAS to promote the charitable activities and for the empowerment of the Kalitala Charitable Trust Saharransyshu Kanta Acharya donated the afore stated schedule of property to Kalitala Charitable Trust on 18.06.1992 vide gift deed number 6113 dated 18.06.1992.

WHEREAS was duly recorded in the RS record of right in favour of Kalitala Charitable Trust Secretary Sri.Krishnendu Narayan Chowdhury. The OWNER is paying taxes regularly to the Land department as well as municipality in respect of the property.

WHEREAS a resolution was unanimously adopted on 11.10.2015 by all the members of the Kalitala Charitable Trust to develop the land for the benefit of some specific section of the society as well as functioning of the Trust. The resolution dated 11.10.2015 adopted by the members of the Trust Sri. Krishnendu Narayan Chowdhry was authorized to sign, execute power of attorney, agreement or any other documents in favour of private entrepreneurs/ corporate house in executing the project.

WHEREAS Advantage Bengal Infrastructure Limited is a company deals with real estate placed an overture to the OWNER to develop a Basement and G+6 building in the said vacant land.

WHEREAS after much deliberations the OWNER agreed to accept the proposal of the DEVELOPER/BUILDER the exclusive right to develop a multistoried building in the property mentioned in the Schedule below on the following terms and conditions hereinafter recorded.

(3)

Secretary

Rishanku Mondal
KALITA CHARITABLE TRUST
N.S. Road, Math

Advantage Bengali Infrastructure Ltd
M. Chandra

Director

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The OWNER do hereby nominate, constitute and appoint the DEVELOPER/BUILDER to develop the said property at their own cost most particularly described in the Schedule below as per the plans / specifications to be approved /or sanctioned by the Municipality.
2. The DEVELOPER/ BUILDER shall develop a multistoried building Basement+ G+6 in the property mentioned in the Schedule hereunder and shall pay 50% of the profit of the sale proceeds to the OWNER.
3. It is agreed and undertakes by the DEVELOPER/BUILDER that at their own costs and expenses pursue the matter regarding NOC or permission from all competent authority like fire, soil testing authority, municipal authority, electricity etc.
4. It is agreed the DEVELOPER /BUILDER shall complete the project within 40(forty) months after sanction of plan from the Municipal Authority. If any natural calamities such as flood, earthquake etc hit the project are then the DEVELOPER/BUILDER may extend time in consultation with the Secretary of the Trust.
5. The OWNER shall render all assistance, co-operation and the secretary duly empowered sign and execute all applications, plans and other writings as may be necessary or required to enable the DEVELOPER/BUILDER for development of the said plot and to obtain approval from different authorities.
6. The DEVELOPER/BUILDER shall not commence any work of development on the said property unless the no objection and commencement certificate is issued by the Municipality and other organs or authorities.

(Contd...P/4)

Perk

(4)

Secretary

Rishendu Narayan Das
NATILA CHARITABLE TRUST
N.S. Road, Nizida

Advantage Bengla Infrastructure Ltd

Director

And Ching

7. The DEVELOPER/ BUILDER shall allow the OWNER at any time to enter in the project area at the time construction and after completion of the construction of the building.
8. The DEVELOPER/BUILDER shall allot the flats of the intending purchasers in consultation with the OWNER.
9. The DEVELOPER/BUILDER shall pay 50% profit of the sale proceeds of each flat, garage, unit before execution of deed of conveyance.
10. It is agreed that the OWNER shall propose the name of solicitors/ lawyers; architects for the registration and erection plan of the building.
11. The OWNER shall execute a registered power of Attorney in favour of DEVELOPER/ BUILDER or any other person of his choice at the time of sale of the units or prior to commission of proposed project.
12. If the development or sale be not completed due to any willful default on the part of the DEVELOPER/BUILDER the OWNER shall be entitled to specific performance of the agreement.
13. It is agreed from the date of the possession the DEVELOPER/BUILDER shall be entitled to commence the construction of the new building at their own costs and responsibility and also enter into the agreement for sale of units/flats, garage, shops etc herein at their responsibility on what is known as ownership basis.
14. In the event , the DEVELOPER/BUILDER neglect to comply with obligations in the manner as described hereinbefore, the OWNER shall at its own discretion rescind this agreement and DEVELOPER /BUILDER shall return peaceful vacant possession within 30(thirty) days immediate after receiving notice from the OWNER in that respect.

(Contd...P/5)

[Handwritten signature]

(5)

Secretary

Rishondu Prayon Dasg
KALITA CHARITABLE TRUST
N.S. Road, Malda

Government of Bengal Infrastructure Ltd

Director

15. If due to any reasons excepting the force majeure clause mentioned hereinabove the DEVELOPER /BUILDER to complete the construction within the stipulated 40 (forty) months as mentioned hereinabove or any period as may be mutually decided even after obtaining the sanctioned building plan from the concerned Municipal Authority the time for completion will be extended amicably by the parties herein.
16. The DEVELOPER shall indemnify and keep indemnified the OWNER from and against all actions, claims, demands, proceedings, fines, penalties and all costs, expenses and damages incurred or suffered by the OWNER in the course of such development.
17. In case, at any time hereafter, the said property or any part thereof is found to be affected by any acquisition, requisition or alignment by the State or Central Government or nay other Public Body, then in such event this agreement shall automatically sand terminated.
18. All disputes and differences arising between the parties hereto regarding any constructions or interpretation of any of the terms and conditions herein contained or determination of any liability or touching these presents the same shall be adjudicated within the jurisdiction of Malda.
19. All expenses and incidental to this Agreement and other documents and writings shall be borne and paid by the DEVELOPER/BUILDER.

(Contd...P/6)

Dasg

(6)

Secretary
KALITALA CHARITABLE TRUST
N.S. Road, Malda

Advantage Benga Infrastructure Ltd
Director

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first herein above written.

SCHEDULE

District:- Malda , Police Station: English Bazar,
Mouza:-Mokdumpore.

J.L.Number: 68 , Khatian Number: 3553 R.S. 86

Plot Number: L.R. 1928 R.S. 1593

Area/Quantum of land: 14 ½ decimal (0.1450 Acre)

Witnesses:-

1. Prabir Kumar Bantia ,
S/o Late Fata Chand Bantia
N.S. Road, Malda.
P.S - English Bazar

Secretary
KALITALA CHARITABLE TRUST
N.S. Road, Malda
Signature of the FIRST PARTY

Advantage Benga Infrastructure Ltd
Director
Signature of the SECOND PARTY

Drafted by:

Bhanuchandra Ghosh, Advocate

Envelope No. 26 F/1337/98



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE D.S.R. MALDA, District Name :Malda

Signature / LTI Sheet of Query No/Year 09011000416377/2016

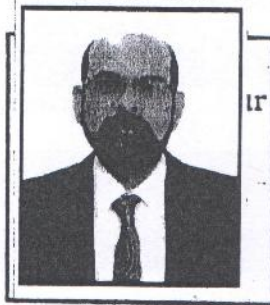
I. Signature of the Person(s) at

Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Krishnendu Narayan Chowdhury Golapatti, P.O:- Malda, P.S:- English Bazar, District:- Malda, West Bengal, India, PIN - 732101	Representative of Land Lord [Kalitala Charitable Trust]			 Secretary KALITALA CHARITABLE TRUST P.S. Road, Malda
2	Mr Milan Chakraborty Netajimore, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732101	Representative of Developer [Advantage Bengal Infrastructure Limited]			 Advantage Bengal Infrastructure Ltd Director
SI No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr Prabin Bhatia Son of Late Fate Chand Bhatia Rangmahal Road, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732101	Mr Krishnendu Narayan Chowdhury, Mr Milan Chakraborty			

(Rezaul Haque)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R.
MALDA
Malda, West Bengal

ADDITIONAL SHEET



Left Hand Finger Prints

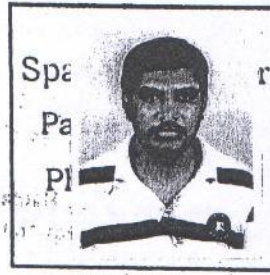


Right Hand Finger Prints



কনিষ্ঠ অনামিকা মধ্যমা তর্জনী বৃদ্ধাঙ্গুলী বৃদ্ধাঙ্গুলী তর্জনী মধ্যমা অনামিকা কনিষ্ঠ

স্বাক্ষর *[Signature]*
Secretary
CHARTABLE TRUST
Dhaka, Mada



Left Hand Finger Prints



Right Hand Finger Prints



কনিষ্ঠ অনামিকা মধ্যমা তর্জনী বৃদ্ধাঙ্গুলী বৃদ্ধাঙ্গুলী তর্জনী মধ্যমা অনামিকা কনিষ্ঠ

গণপ্রান্তর গঙ্গা ইনফ্রাস্ট্রাকচার লিমিটেড
স্বাক্ষর *[Signature]*

Major Information of the Deed

Deed No :	I-0901-14852/2016	Date of Registration	12/9/2016 2:52:57 PM
Query No / Year	0901-1000416377/2016	Office where deed is registered	
Query Date	05/12/2016 2:33:12 PM	D.S.R. MALDA, District: Malda	
Applicant Name, Address & Other Details	Bhanu Ghosh Malda Bar,Thana : English Bazar, District : Malda, WEST BENGAL, Mobile No. : 9932379558, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
Rs. 10,00,000/-	Rs. 3,00,15,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,000/- (Article:48(g))	Rs. 39/- (Article:E, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Malda, P.S:- English Bazar, Municipality: ENGLISH BAZAR, Mouza: Mokdampur

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1928	LR-3553	Bastu	Bastu	14.5 Dec	10,00,000/-	3,00,15,000/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
Grand Total :					14.5Dec	10,00,000 /-	300,15,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Kalitala Charitable Trust Beltala South N S Road, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732101 Status :Organization, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Advantage Bengal Infrastructure Limited Netaji More Shopping Complex, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732101 Status :Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Krishnendu Narayan Chowdhury Son of Late Manindra Narayan Chowdhury Golapatti, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732101, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Status : Representative, Representative of : Kalitala Charitable Trust (as Representative)

2 | Mr Milan Chakraborty

Son of Late Kushilal Chakraborty Netajimore, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732101, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Status : Representative, Representative of : Advantage Bengal Infrastructure Limited (as Representative)

Identifier Details :

Name & address	
Mr Prabin Bhatia Son of Late Fate Chand Bhatia Rangmahal Road, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732101, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of Mr Krishnendu Narayan Chowdhury, Mr Milan Chakraborty	

Land Details as per Land Record

District: Malda, P.S:- English Bazar, Municipality: ENGLISH BAZAR, Mouza: Mokdampur

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 1928(Corresponding RS Plot No:- 1593), LR Khatian No:- 3553	Owner:কালিতলা চ্যারিটেবল ট্রাস্টের পক্ষে, Gurdian:সভাপতি কৃষ্ণেন্দু নারায়ন চৌধুরী, Address:বেলতলা হাউস , এন,এস রোড, Classification:বাস্ত, Area:0.14500000 Acre,

Endorsement For Deed Number : I - 090114852 / 2016

On 05-12-2016

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

Presented for registration at 21:41 hrs on 05-12-2016, at the Private residence by Mr Krishnendu Narayan Chowdhury .

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 3,00,15,000/-

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

Execution is admitted on 05-12-2016 by Mr Krishnendu Narayan Chowdhury, Representative, Kalitala Charitable Trust, Beltala South N S Road, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732101

Indetified by Mr Prabin Bhatia, , Son of Late Fate Chand Bhatia, Rangmahal Road, P.O: Malda, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by profession Others

Execution is admitted on 05-12-2016 by Mr Milan Chakraborty, Representative, Advantage Bengal Infrastructure Limited, Netaji More Shopping Complex, P.O:- Malda, P.S:- English Bazar, District:-Malda, West Bengal, India, PIN - 732101

Indetified by Mr Prabin Bhatia, , , Son of Late Fate Chand Bhatia, Rangmahal Road, P.O: Malda, Thana: English Bazar, Malda, WEST BENGAL, India, PIN - 732101, by caste Hindu, by profession Others

R. Haque

Rezaul Haque
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. MALDA
Malda, West Bengal

On 09-12-2016

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 Fees

Certified that required Registration Fees payable for this document is Rs 39/- (E = Rs 7/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 39/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/12/2016 2:46PM with Govt. Ref. No: 192016170034729591 on 09-12-2016, Amount Rs: 39/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 280785433 on 09-12-2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 70, Amount: Rs.5,000/-, Date of Purchase: 02/12/2016, Vendor name: Haripada Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/12/2016 2:46PM with Govt. Ref. No: 192016170034729591 on 09-12-2016, Amount Rs: 70,000/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 280785433 on 09-12-2016, Head of Account 0030-02-103-003-02

R. Haque

Rezaul Haque
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. MALDA
Malda, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0901-2016, Page from 230597 to 230609
being No 090114852 for the year 2016.



Digitally signed by M REZAUL HAQ
Date: 2016.12.09 17:19:14 +05:30
Reason: Digital Signing of Deed.

R. Haq

(Rezaul Haque) 09-12-2016 17:19:13
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. MALDA
West Bengal.

(This document is digitally signed.)