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Additional  Registrar  
Bengal

16 MARCH 2020

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THIS AGREEMENT FOR DEVELOPMENT is made on this 13<sup>th</sup> day of  
March Two Thousand and Twenty (2020)

**BETWEEN ACME DYEKNIT PVT LTD** having **PAN-AAGCA1657E** a Company incorporated under the provisions of the Companies Act 1956 having its registered office at 176/H/6, Maniktala Main Road Kolkata-700054 under P.O. Kankurgachi & P.S. Phool Bagan represented by its Directors namely 1. Smt. Chandrani Chakraborty having **PAN-AFQPC1945P, AADHAAR NO-636637395220, MOBILE-9831667577**, daughter of Late Ajoy Kumar Tarafder, by faith Hindu, by occupation Business, being Citizen of India and residing at 176/H/6, Maniktala Main Road Kolkata-700054 under P.O. Kankurgachi & P.S. Phool Bagan 2. Smt. Shampa Bhowmik alias Smt. Shampa Bhowmick having **PAN-AJAPB3045P, AADHAAR NO-612084742037, MOBILE-9830237575**, daughter of Late Ajoy Kumar Tarafder, by faith Hindu, by occupation Business, being Citizen of India and residing at 176/H/6, Maniktala Main Road Kolkata-700054 under P.O. Kankurgachi & P.S. Phool Bagan and 3. Smt. Barnali Nagchowdhury having **PAN-AFMPN1587J, AADHAAR NO-457525400090, MOBILE-9831085480**, daughter of Late Ajoy Kumar Tarafder, by faith Hindu, by occupation Business, being Citizen of India and residing at 176/H/6, Maniktala Main Road Kolkata-700054 under P.O. Kankurgachi & P.S. Phool Bagan hereinafter called and referred to as the "**OWNER**" (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives, administrators and/or assigns) of the **ONE PART**

#### A N D

**K3 HOUSING PROJECTS LLP** having **PAN-AASFK0513A** a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at P-15 C.I.T Road Scheme LV, 1<sup>st</sup> Floor Kolkata-700014 under P.O. & P.S. Entally represented by its designated partner Quaid Johar Mandsaurwala having **PAN-ADPPM8887M, AADHAAR NO-307986794012, MOBILE-9831078631**, son of Sirajuddin Mandsaurwala, by faith Dawoodi Bohra Muslim, by occupation Business, being Citizen of India and residing at 4 Girish Chandra Bose Road, Kolkata-700014 under P.O. & P.S. Entaly hereinafter

called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives, administrators and/or assigns) of the **OTHER PART**.

**WHEREAS:**

- A)** By an Indenture dated 29<sup>th</sup> day of January 2007 executed between Sri Promode Ranjan Das and Sri Probodh Ranjan Das therein called and referred to as the Vendors of the One Part and M/s Acme Dyeknit Private Limited, therein called and referred to as the Purchaser, and duly registered in Book No. I, Volume No. 1901-2018, Page from 372156 to 372188, Being No.190108883 for the year 2018 at the office of Additional Registrar of Assurance-I, Kolkata, the said Vendors for the consideration therein mentioned and on the terms conditions and covenants stated therein conveyed, transferred, assigned and assured unto and to the Purchaser ALL THAT one storeyed brick built dilapidated building dwelling house, messuage, hereditaments and premises TOGETHER WITH the land whereon or on part thereof the same is erected and built containing an area of 4 (Four) Bighas 11 (Eleven) Cottahs be the same a little more or less in Division IV called Entally, Sub-Division "D" called Mouza Kamardanga being part of the Holding No.6/4, Touzi No. 1298/2833 being Municipal Premises No. 50, Radhanath Chowdhury Road (formerly known as Tangra Road,) Calcutta-700015 in Mouza Entally, Police Station-Entally, Sub-Registry Office Sealdah in the district of 24-Parganas within the Ward No.056 of Kolkata Municipal Corporation morefully described in the Schedule thereunder written and delineated in colour Red in the plan annexed thereto.
- B)** The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT one storied brick built dilapidated building dwelling house, messuage, hereditaments and premises TOGETHER WITH the land whereon or on part thereof the same is erected and built containing an area of 4 (Four) Bighas 11

(Eleven) Cottahs be the same a little more or less in Division IV called Entally, Sub-Division "D" called Mouza Kamardanga being part of the Holding No.6/4, Touzi No. 1298/2833 being Municipal Premises No.50, Radhanath Chowdhury Road (formerly known as Tangra Road,) Kolkata-700015 in Mouza Entally, Police Station-Entally, Sub-Registry Office Sealdah in the district of 24-Parganas within the Ward No.56 of Kolkata Municipal Corporation

C) The Party of the Other Part is a Real Estate Developer and Promoter engaged in the development of Real Estate properties in Kolkata and the Owner have approached the Developer with a proposal for developing the aforesaid property and after discussion and negotiation, the Developer has accepted the said proposal of the Owner and the Parties hereto, accordingly, have now entered into a formal agreement recording the details terms and conditions as hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES hereto as follows:-**

**ARTICLE - I**  
**DEFINITIONS**

In this Agreement unless contrary or repugnant thereto the following expression shall have the meanings:

**1.1 NATURE OF DEVELOPMENT** - subject to the terms and conditions of this Agreement, the Parties agree to develop the Property (specified in the First Schedule hereunder written) by constructing residential-cum-commercial or residential building/s as may be approved by the concerned Municipality and/or other authorities and as per the specifications more fully described in the **FIRST SCHEDULE** hereunder written.

1.2 **RATIO - 30:70**, shall mean the Owner will get 30% of the sanctioned area in new construction vice versa the Developer will get 70% of the sanctioned area in new construction.

1.3 **ARCHITECT** - shall mean any person or persons, firm or firms of repute who may be appointed by the Developer for designing and planning of the proposed new building/s.

1.4 **COMMON FACILITIES AND AMENITIES** - shall mean and include corridors, hallways, staircase, lifts, passage-way, driveways, common lavatories, DG set of sufficient capacity, lifts pump, lighting for common spaces, pump room, tube well, overhead tank, water pump and motor and other facilities as shall be provided for common use in the proposed development by the Developer.

1.5 **DEVELOPER** - K3 HOUSING PROJECTS LLP having PAN-AASFK0513A a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63 Rafi Ahmed Kidwai Road Kolkata-700016 P.O & P.S Park Street and shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives administrators and/or assigns

1.6 **DEVELOPER'S ALLOCATION/SHARE** shall mean the 70% of the sanctioned area in new construction with covered and open car parking spaces designated to such allocation which will be determined after sanctioned plan is obtained from the Kolkata Municipal Corporation.

1.7 **NEW BUILDING/BUILDINGS** shall mean and include the building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by Kolkata Municipal Corporation on the entirety of the said property.

**1.8 OWNER** shall mean ACME DYEKNIT PVT LTD having PAN-AAGCA1657E a Company incorporated under the provisions of the Companies Act 1956 having its registered office at 176/H/6, Maniktala Main Road Kolkata-700054 under P.O. Kankurgachi & P.S. Phool Bagan and shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives, administrators and/or assigns.

**1.9 OWNERS ALLOCATION/SHARE** shall mean All That 30% of the sanctioned area in new construction with covered and open car parking spaces designated to such allocation which will be determined after sanctioned plan is obtained from the Kolkata Municipal Corporation and the same shall be treated as Owners' allocation and/or Owners' share.

**1.10 PROPERTY** shall mean ALL THAT one storied brick built dilapidated building dwelling house, messuage, hereditaments and premises TOGETHER WITH the land whereon or on part thereof the same is erected and built containing an area of 4 (Four) Bighas 11 (Eleven) Cottahs be the same a little more or less in Division IV called Entally, Sub-Division "D" called Mouza Kamardanga being part of the Holding No.6/4, Touzi No. 1298/2833 being Municipal Premises No.50, Radhanath Chowdhury Road (formerly known as Tangra Road,) Kolkata-700015 in Mouza Entally, Police Station-Entally, Sub-Registry Office Sealdah in the district of 24-Parganas within the Ward No.56 of Kolkata Municipal Corporation as fully described in the First Schedule hereunder written.

**1.11 PLAN** shall mean the plan or plans to be prepared by the Architect for the Development of the said property by constructing new building/s, as sanctioned by the Kolkata Municipal Corporation with any modifications and/or alterations, which may be necessary and/or required.

**1.12 SALEABLE SPACE** shall mean the constructed space in the new building and/or buildings, available for independent use and occupation after making due provisions for the area required for common facilities and amenities.

**1.13 SPECIFICATION** shall mean the specifications required for the purpose of construction of the said new building/s (more fully and particularly described in the **SECOND SCHEDULE** hereunder written).

**1.14 TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building to the purchasers thereof.

**1.15 TRANSFEREE** shall mean a person, firm, limited company, association of persons to whom any space in the new building has been transferred.

**1.16** Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.

**1.17** Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

## **ARTICLE - II**

### **REPRESENTATION AND ASSURANCE BY THE OWNER**

- 2** At or before entering into this agreement, the Owner have assured and represented to the Developer as follows :
  - i) That the Owner is the absolute owner of the entirety of the said property.

- ii) The said property is free from all encumbrances, charges, liens, lispendents, attachments, whatsoever or howsoever.
- iii) That excepting the present Owner nobody has any right, title, interest, claim, demand, whatsoever or howsoever, in respect of said property.
- iv) That there is no notice of acquisition or requisition received or pending in respect of the said property lying & situated at Premises No.50, Radhanath Chowdhury Road (formerly known as Tangra Road,) Kolkata-700015.
- v) The Party of the One Part have also given to understand that the said property do not fall under the Urban Land (Ceiling and Regulation) Act, 1976.
- vi) The Owner have declared to the Developer that the Owner have a marketable title in respect of the said property without any claim, right, title, interest of any person thereon or therein and the Owner have absolute right to enter into this agreement with the Developer and the Owner hereby undertake to indemnify and keep the Developer indemnified against any Second party's claims actions and demands, whatsoever, with regard to the title and Ownership of the Owner.
- vii) That the Owner have not entered into any agreement with any person or persons/company or companies in connection with the development/sale/transfer of its right, title, interest in respect of the said property or any portion thereof prior to execution of this Development Agreement and that it is free to enter into this Agreement for Development with the present Party of the Other Part.
- viii) That no agreement for sale, transfer, lease and/or development is existing nor has the Owner have created any interest of a Second party into or upon the said premises or any part or portion thereof.

- ix) That all Arrear municipal rates taxes, R.A pending fees, statutory liabilities if any in respect of the said property is payable by the Owner.
- x) The premises at present is being occupied by occupiers/trespassers who will be accommodated and/or shifted on account of the Developer as agreed by and between the parties to this agreement in writing.

Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to pay Rupees Three Crores only as and by way of refundable security deposit and to undertake development of the said premises, make payment of the advances and to incur all costs charges and expenses for undertaking development of the said premises on the terms and conditions hereinafter appearing.

### **ARTICLE - III**

#### **COMMENCEMENT**

- 3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 13.03.2020 (hereinafter referred to as the COMMENCEMENT DATE).
- 3.2 This Agreement shall remain in full force and effect until completion of the said project unless determined and/or terminated in the manner hereinafter stated or unless agreed to between the parties in writing.

### **ARTICLE - IV**

#### **GRANT OF DEVELOPMENT RIGHT**

- 4.1 In consideration of the mutual covenants herein contained and on the part of the parties hereto to be paid performed and observed and in future consideration of the Developer having agreed to incur all costs charges and expenses for undertaking development of the said

premises the Owner have agreed to grant the exclusive right of development in respect of the said premises unto and in favour of the Developer to enable the Developer to undertake development of the said premises by way of constructing a new building and/or buildings in accordance with the plan to be sanctioned by the concerned Authorities with or without amendment and/or modification thereon made or cause to be made by the Developer hereto.

- 4.2** All applications, plans and other papers documents as may be required by the Developer for the purpose of obtaining necessary sanction from the Appropriate Authorities shall be prepared and submitted by the Developer on behalf of the Owner at its own costs and expenses after making necessary alterations and/or modifications thereof having been mutually approved in consultation with the Owner and the Developer shall pay and bear all fees including Architect's fees charges and expenses required to be paid or deposited for exploration of the said property and has agreed to indemnify and keep indemnified the Owner.
- 4.3** Nothing in these presents shall be construed a demise or assignment or conveyance in law by the Owner for the said property or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer, unless so mentioned, other than an exclusive license to the Developer to commercially exploit the same in terms hereof and to deal with the sale proceeds pertaining to its allocation, as aforesaid, in the new building/s and the development in the manner hereinafter stated.

**ARTICLE - V**  
**PLAN - PERMISSIONS**

- 5.1** That the Developer will obtain sanctioned plan from the Kolkata Municipal Corporation with due approval of the Owner.

- 5.2** It has been agreed between the parties that both the Owner and the Developer shall demarcate their respective allocations in the proposed building after sanctioned plan is obtained from the Kolkata Municipal Corporation by making supplementary agreement.
- 5.3** To commence the construction of the proposed building within six months from the date of obtaining the sanctioned plan of the proposed building from the Kolkata Municipal Corporation and to complete the construction of the proposed building within 60 months from that date of commencement of construction thereof after getting vacant possession. If however, the Developer is unable to complete the construction within the aforesaid period, then a further extension of time for 6 months will be availed by the Developer.
- 5.4** That both the Owner and the Developer shall jointly execute necessary Deed of Conveyances in respect of the respective units, car parking space, etc. in the proposed building in favour of the prospective Purchasers.
- 5.5** That on completion of the building, the Developer shall furnish the certificate of the structural engineers of the Architect about the structural stability of the aforesaid building and the Developer shall be responsible for rectifying and/or removing any defect in the construction or any damages (due to any defective construction), if detected during the period of one year from the date of completion of the building and handing over the possession of the respective flats to the prospective buyers, whichever is earlier.
- 5.6** The Developer shall indemnify and keep indemnified the Owner against all losses, damages, costs, charges, expenses that may be incurred or suffered by the Owner on account of arising out of any breach of any of the terms of these presents or any laws, rules, regulations or due to any accident or mishap during the progress of construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever.

**5.7** It shall be the responsibility of the Developer to construct the maximum possible space in conformity with the Rules and Bye-laws of the Authorities concerned for maximum commercial benefit of the said property with modern style and utilizing FAR as per rules of the Kolkata Municipal Corporation or any other concerned authority.

**5.8** The Developer shall take necessary steps for getting electricity connection, water connection, reservoir, sewerage connection, apportionment of Municipal tax, installation of generator but the costs of such facilities shall be paid and/or borne by the Purchasers of the respective units in proportionate to the respective shares in the space in the said premises.

**ARTICLE - VI**  
**OBLIGATIONS**

**6.** The Developer shall :

- i)** The Developer clarifies that all expenses to be incurred and other incidental and consequential expenses on account of making marketable title of the aforesaid property including documentary expenses will be borne by the Developer.
- ii)** Take such steps as are necessary to divert all pipes, wires, cables or other conducting media in under or above the property or any adjoining or neighbouring property and which need to be diverted as a result of the development.
- iii)** Install all electricity, gas, water, telecommunications, services and surface and water drainage system to the property and shall ensure that the same connect directly to the mains.
- iv)** Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the

Owner, its officers and/or agents saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.

- v) Remain responsible for any accident and/or mishap taking place while undertaking, constructing, erecting and completing the said new building and/or buildings in accordance with the said plan and has agreed to keep the Owner, its officers, saved, harmless and fully indemnified from and against all costs, charges, claims, actions suits and proceedings.
- vi) Take all necessary steps and/or obtaining all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the Authorities.
- vii) Incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building/s in accordance with the said plan.
- viii) Make proper provision for security of the said property during the course of development.
- ix) Not allow any person to encroach nor permit any encroachment by way of person and/or persons into or upon the said property or any part or portion thereof.
- x) Not to expose the Owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the architect, engineer and other consultants as may be necessary and/or required for the purpose of construction, erection and completion of the said new building/s.
- xi) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the plan and to

pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.

- xiii) The Developer alone (to the exclusion of the Owner) shall be responsible and liable for payment of any wages or compensation or other moneys payable to any workmen, contractor of the Developer for any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the Schedule Property. The Developer and/or its contractors shall comply with all labour laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in the event of death or injury to any persons on site engaged during development of the said property.

#### **ARTICLE - VII**

#### **PRICE FIXATION**

- 7.1 Sale price of the respective units and/or commercial space and/or car parking spaces both covered & open and other spaces however, shall be settled by the Developer with due concurrence of the Owner.

#### **ARTICLE - VIII**

#### **OWNER OBLIGATIONS**

- 8.1 The Owner have agreed :

  - i) Simultaneously with the execution of the agreement the Owner shall handover possession of the aforesaid property on as it is basis to the Developer and thereafter will permit the developer to engage his security guards to safeguard the aforesaid property.
  - ii) The Owner also gives consent to Developer to make its office room in the aforesaid property.

- iii) To extend all co-operation with the Developer in all respect for development of the aforesaid property in terms of this Agreement.
- iv) To sign and execute necessary document or documents as may be found necessary including any declaration as may be required from time to time by the Developer for obtaining required permissions, approvals and/or sanctions to enable them to undertake the construction of the new buildings in accordance with the sanctioned plan.
- v) To execute a Registered General Power of Attorney in favour of the Developer or its nominee or nominees to enable the Developer to obtain the sanction and/or revalidation and/or modification of the sanctioned plan, if necessary in the proposed buildings/building complex from the Appropriate Municipal Authority and to do such other acts, deeds and things which are necessary and/or required towards the construction work of the proposed building/buildings/ complex and for entering into Agreements For Sale and also Sale deeds of the respective flats and commercial spaces with the prospective purchasers pertaining to Developers Allocation and also for implementing the terms and conditions of this Development Agreement.

**ARTICLE - IX**  
**DEFAULT AND REMEDIES**

- 9 Unless prevented by circumstances beyond its control if the Developer shall not commit any default and/or breaches of any of the terms and conditions herein contained and on the part of the Developer to be paid performed and observed or in the event of the Developer failing to complete the said new Building and/or Buildings within the

completion date as herein before recited then and that event without prejudice to any of the risk claims contentions, which the Owner may have against the Developer, the Developer shall be liable and has agreed to pay to the Owner a sum of Rs.1000/- per day as and by way of predetermined liquidated damages until such time the said new Building is completed.

**ARTICLE - X**  
**PROJECT DECISIONS**

**10** The Developer shall, in the best interest of the project and based on techno-commercial feasibility, be empowered to take binding decisions in respect of matters including, but not limited to the following :

- i) Nature of Development : Residential or mix-use;
- ii) Materials to be used for the Project;
- iii) Name of the Project will be fixed mutually as agreed between the parties.

**ARTICLE - XI**  
**PROCEDURE**

**11.1** The Owner shall execute and register a Power of Attorney in favour of the Developer and/or its representative/s as may be required for the purpose of obtaining necessary permission approvals and sanctioned from different Authorities in connection with the development of the said property and construction of the new building/s and also for pursuing and following up the matter with the various statutory authorities like Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Promoter Act etc. and other statutory authorities.

**11.2** Immediately upon the Developer's obtaining the sanction plan for construction of the New Building for development of the said property, the Developer shall be entitled to demolish the existing structure. The

Developer shall bear and pay all the Municipal taxes and other taxes related to the said property immediately from the date of receiving vacant possession of the said property and till the date of completion of the aforesaid project. The Developer shall indemnify and keep indemnified the Owner from and against non-payment thereof.

**ARTICLE - XII**  
**BUILDING**

- 12.1 The Developer shall at its own costs and efforts construct erect and complete the New Building/s at the said property in accordance with the sanctioned plan as per the specification described in the **SECOND SCHEDULE** hereunder written with first class materials as may be certified by the Architect and the same shall be completed within the said completion date.
- 12.2 Subject as aforesaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said New Building/s will be constructed erected and completed in accordance with the specification details whereof are mentioned in the **SECOND SHCEDULE** Schedule hereunder written.
- 12.3 The Developer shall install and erect in the said New Building/s at its own costs lift/lifts and generator of sufficient capacity as may be required for the purpose of running water pump, lift, lighting common spaces/staircascs, tube well, water tanks of sufficient capacity overhead/underground reservoir, electrification. Till permanent electric connection is obtained, a temporary electric connection shall be provided and other facilities as are required to be provided in a residential and/or multi storied building in the said locality having self contained apartment or commercial units for sale on Ownership basis therein, or as may be mutually agreed.
- 12.4 The Owner and the Developer have agreed to share the proportionate charges as per the ratio mentioned above for payment of the deposit to

CESC and HT/LT line charges for cable restoration, transformer, generator, meters and sub-meters and other charges on account of various facilities and amenities provided in the said development and/or the said property, hereinafter referred to as 'EDC' (Extra Development Cost) it being expressly agreed that all such charges shall in the first instance paid and borne by the Developer and the Owner shall realize the proportionate charges from its intending purchasers and reimburse the Developer to that extent. Similarly the Developer will be at liberty to realize the proportionate charges from its intending purchasers pertaining to its allocation.

- 12.5 The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owner construct and complete the New Building/s and various units and/or apartments therein in accordance with the sanctioned building plan/any amendment thereto or modification thereof made or caused to be made by the Developer and to obtain completion certificate.
- 12.6 All costs charges and expenses including Architect's / structural engineer's fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
- 12.7 The Owner shall not cause any obstruction or interference in the Developer continuing with the construction erection and completion of the said New Building and the development of the said property.

**ARTICLE - XIII**  
**RESTRICTIONS**

- 13.1 After the aforesaid project is completed and possession of the respective units and commercial spaces delivered to the intending purchaser or purchasers by the Developer, they (Purchasers) shall hold possess and enjoy their respective portions subject to the following restrictions:

- a) To co-operate with the other co-purchasers and the Developer in the management and maintenances of the said building.
- b) To observe the rules framed by the parties hereto from time to time by the Developer and upon formation of the Association or Private Limited Company/Holding Organisation for quiet and peaceful enjoyment of the said Building as a decent building.
- c) To allow the Developer and/or a person claiming through or under the Developer with or without workmen to enter into any Unit for the purpose of maintenance and repairs.
- d) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building proportionately for the building and/or common parts / areas and wholly for the unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer and upon the formation of the Association or Private Limited Company/Holding Organisation, Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Intending Purchaser.
- e) To deposit the amounts reasonably required with the Developer or in a separate Bank Account to be open for such purpose and upon the formation of the Association or Private Limited Company/Holding Organisation as the said case may be towards the liability for the rates and taxes and other outgoings.
- f) To pay charges for electricity in or relating to said Flat/Unit wholly and proportionately relating to the common parts.
- g) Not to sub-divide the said Unit and/or the Parking Space or any portion thereof.

- h) Not to do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchaser's enjoyment of the said Unit.
- i) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Building and/or compound or any portion of the building.
- j) Not to store or bring and allow to be stored and brought in the said Unit any goods, hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
- k) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- l) Not to fix or install air conditioners in the said Unit save and except at the places which have been specified in the said Unit for such installation.
- m) Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or the amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- n) Not to damage or demolish or cause to be damaged or demolished the said Unit or any part thereof or the fittings and fixtures affixed thereto.
- o) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme

of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Unit which in the opinion of the Developer differs from the colour scheme of the building or deviation of which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said building.

- p) Not to install grills the designs of which have not been suggested or approved by the Architect.
- q) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- r) Not to make in the said unit structural addition and/or alteration such as beams, columns, partition walls, etc. Or improvement of a permanent nature except with the proper approval in writing of the Developer and/or any concerned authority.
- s) The Purchaser shall not fix or install any antenna on the roof or terrace of the said building nor shall fix any windows antenna excepting that the Purchaser shall be entitled to avail of the cable connection facilities to be provided by the Developer to the Purchaser and also the other Owner of the Units in the said Property at their cost.
- t) Not to use the said Unit or permit the same to be used for any purpose whatsoever other than it meant for and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Building or to the Owners and occupiers of the neighboring property or for any illegal or immoral purpose or a Meeting Place or for any industrial activities whatsoever and similarly shall not

keep in the car parking spaces, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutch or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any article shall not be allowed in the car parking space.

- u)** Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- v)** Not to park car on the pathway or open spaces of the building or at any other space except the space allotted to it and shall use the pathways as would be decided by the Developer.
- w)** To abide by such building rules and regulations as may be made applicable by the Developer before that formation of the Holding Organization and after the Holding Organization is incorporated to comply with and/or adhere to the building rules and regulations of such Holding Organization.
- x)** The Agreement which may be entered into by the Owner and the Developer and the respective intending purchasers shall specifically provide that the intending purchasers shall be bound by the terms and conditions regarding user of the flats/Units/Apartments/ Commercial Spaces and the car parking spaces and the same will be subject to the restrictions.

#### **ARTICLE - XIV**

#### **COMMON FACILITIES**

**14.1** That on completion of the aforesaid project, if any area remain unsold in such case both the Owner and the Developer shall be liable for payment of the Municipal Taxes, maintenance charges and other outgoings in respect of the same in the same ratio. It is, however, made clear that in case the Developer initially required to incur the

said expenses, the same will be adjusted out of the Owners' share on completion of the sale of the said unsold area.

**14.2** The Owner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings.

**ARTICLE - XV**  
**FORCE MAJEURE**

**16.1** Notwithstanding anything contained under this Agreement, neither the Developer nor the Owner shall be responsible for any delay or any breach if such delay or breach is caused by reason of any change of Laws Rules, Regulations or any Restrictions imposed by any Government or other Authority including any Judicial Authority, or by reason of war, civil common, or total non-availability of any manpower or natural calamity or any Act of God or due to any other similar reason beyond the reasonable control of the Developer or the Owner as the case may be.

**16.2** The delay occurring due to any Force Majeure event shall be excluded for computing the timelines stipulated in this Agreement. The Developer shall be entitled to corresponding extension of time for the days lost due to the factors stated above.

**ARTICLE - XVI**  
**OWNER'S INDEMNITY**

**17** The Owner hereby undertake that the Developer shall be entitled to the development of the aforesaid property without any interference and/or disturbance by the Owner **PROVIDED** the Developer performs or fulfills all the terms and conditions herein contained and on its part to be observed and performed.

**ARTICLE - XVII**  
**DEVELOPER'S INDEMNITY**

- 18.1** The Owner shall be entitled to depute and/or keep at the site one of their employees / authorized representative who shall be responsible to the Owner till such time the project is completed **PROVIDED** **HOWEVER** such employee / representative shall not in any way interfere with the progress of the work at the said property.
- 18.2** The Developer hereby undertakes to keep the Owner indemnified and indemnify the Owner against all Second party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said building.
- 18.3** The Developer hereby undertakes to keep the Owner indemnified and indemnifies the Owner against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said property and/or in the matter of construction of the said building and/or for any defect therein.
- 18.4** If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labour or contractors, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claim thereof or there from.
- 18.5** The Developer hereby undertakes that without prior written permission of the Owner the Developer shall not assign and/or transfer this Development Agreement to anyone whosoever.

**ARTICLE - XVIII**  
**DEFECT IN CONSTRUCTION AND DEFECT LIABILITY PERIOD**

- 19.1** In case of any defect other than Structural Defect in the building or part thereof constructed on the said property, whether detected while the work is in progress or within one year after completion, the

Developer shall take immediate steps to rectify the defects at its cost to the satisfaction of the Owner/Purchaser.

**19.2** The responsibility herein shall not cover defects, damage or malfunction resulting from (a) misuse (b) unauthorized modifications or repairs done by the Owner or their nominee / agent, (c) cases of force majeure (d) failure to maintain the amenities / equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms.

**ARTICLE - XIX**  
**MISCELLANEOUS**

**20.1** The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to be construed as a partnership between the Developer and the Owner in any manner nor shall the parties hereto constitute an Association of persons.

**20.2** At or before the execution of this Agreement, the Owner have expressly made known to the Developer that the said property is owned by the Owner only and nothing contained herein is intended to be or construed on the part of the said company of carrying on business of property Developer.

**20.3** It is understood that from time to time to facilitate the development of the said property by the Developer, various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner, and various applications and other documents may be required to be signed or made by the Owner related to which specified provisions may not have been mentioned herein, the Owner herein undertake to do all such acts deeds matters and things that may be reasonably required to be done in the matter and the Owner shall execute any

such additional Power(s) of Attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and documents as the case may be **PROVIDED THAT** all such acts deeds matters and things do not in any way infringe on the rights of the Owner as and/or go against the spirit of this Agreement.

**20.4** Any notice required to be given by any of the parties hereto shall be served at the address of the parties given herein unless any of the parties notify change of address, in writing, and such notice shall be deemed to have been served upon the other party if sent by pre-paid registered with acknowledgement due to at the aforesaid addresses.

**20.5** Nothing in these presents shall be construed as demise or assignment or conveyance in law by the Owner of the said property or any part thereof to the Developer or as creating any right title or interest in respect thereof in favour of the Developer other than in exclusive license to the Developer to commercially exploit the same in terms hereof **PROVIDED HOWEVER** the Developer shall be entitled to borrow money from any Bank or Banks without creating any financial liability on the Owner or affecting its interest in the said property and it being expressly agreed and understood that in no event the Owner shall be responsible and/or be made liable for payment of any dues of such Bank or Banks and for that purpose the Developer shall keep the Owner indemnified against all actions suits proceedings and costs charges and expenses in respect thereof **IT BEING EXPRESSLY AGREED AND UNDERSTOOD** by and between the parties hereto that in the event of such borrowing the party borrowing any amount shall alone be liable and/or responsible for repayment thereof and the other party will not be liable and/or responsible for the same.

**20.6** An association of the Owner of the apartments etc. comprised in the said property shall be formed and both the Developer and Owner shall cause each of the Apartment Owner to whom they would transfer their respective right, title and interest of the Apartment to join the

Association. The Association of Owners' of the Apartment, the Board of Management thereof shall be entitled to delegate the day to day function of the Association.

**20.7** This Agreement is personal to the parties hereto and none of the parties shall be entitled to transfer and/or assign the benefits of this Agreement to any other person and/or persons without the consent of the other party, in writing.

**20.8** Whether or not the transactions contemplated by this Agreement are completed in accordance with the terms hereof, the Parties hereto agreed to hold in confidence and shall not disclose in any manner to any Second party or use for any purpose other than that for which it is disclosed any information relating to the marketing strategies, customers, finance, advertisement, and other business policies of the other party.

The foregoing shall not apply if :-

- i) Such information is in the public domain through no fault of the disclosing party;
- ii) Such information was in possession of the receiving party prior to its disclosure and which was not previously obtained from the disclosing party; or
- iii) Such information was furnished to the receiving party by a Second party as a matter of right without restriction on disclosure.

**20.9** If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. All Agreements/Deeds, if any executed prior to this Agreement containing any clause in contrary to those specified under this

Agreement shall be deemed to be cancelled and of no effect to that extent.

**20.10**The signatory executing this Agreement on behalf of the Owner and Developer represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Owner and Developer, in accordance with the authorization given by the respective Companies and this Agreement is binding on both the Owner and Developer in accordance with its terms.

**20.11**It is agreed between the parties that in future if Developer acquire and/or develop any neighboring and/or adjacent property, and if requires the Developer shall amalgamate such neighboring/adjacent property with the said property for an integrated development and/or shall be entitled to provide the right of access to such properties, so acquired or to be developed, without creating any financial liability to the Owner and/or reducing the Owners' allocation/share are, as agreed under this JDA for the proposed development.

#### **ARTICLE - XX**

##### **INDEMNITY**

**21** The Parties hereto shall keep each other fully indemnified and harmless against any claim, loss, liability, cost, action or proceedings, that may arise against either party on account of any willful act or omission on the part of the other party or on account of any failure on the part of either party to discharge its liabilities/obligations herein save and except in case of FORCE MAJEURE.

#### **ARTICLE - XXII**

##### **DOCUMENTATION**

**22.1** The parties have agreed that Shri Bhupendra Gupta, Advocate of 6 Old Post Office Street Kolkata-700001 will be the Advocate for this project.

**22.2** Shri Bhupendra Gupta, Advocate will prepare or cause to be prepared the draft of the agreements for sale and other documents for sale and transfer of the Owner's allocation as well as the Developer's allocation with the intent and object that there will be uniformity in agreements to be entered into with intending purchasers by both the Owner and the Developer.

**ARTICLE - XXIII**  
**NO TERMINATION**

**23** None of the parties shall be entitled to cancel and/or rescind this Agreement and in the event of any default, the same will be referred to the Arbitrator and the decision of the Arbitrator shall be final conclusive and binding on the parties.

**ARTICLE - XXIV**  
**ARBITRATION**

**24.1** All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said property or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred to the sole arbitrator to be appointed by both the Owner and the Developer herein and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force.

**24.2** The Arbitrator will have summary powers and will be entitled to set up its own procedure and the Arbitrator shall have power to give interim awards and/or directions.

**24.3** It would not be obligatory on the part of the Arbitrator to give any speaking award.

**24.4** The parties agree and covenant with each other that they have full trust and faith in the Arbitrator and agreed to abide by all the award and/or directions and not to dispute the same in any manner, whatsoever, or howsoever.

**24.5** District Court at Sealdah/Hon'ble High Court at Calcutta shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

**ARTICLE - XXV**  
**NEGATIVE COVENANTS**

**25.1** As and by way of negative covenants the Owner have further agreed :

- i)** Not to enter into any agreement for sale, transfer, lease and/or development nor create any interest of a Second party into or upon the said premises or any part or portion thereof.
- ii)** Not to do any act deed or thing whereby the Developer is prevented from undertaking development of the said premises.
- iii)** To do all acts deeds and things to facilitate development of the said premises.

**FIRST SCHEDULE AS REFERRED TO ABOVE**

ALL THAT one storeyed brick built dilapidated building dwelling house, messuage, hereditaments and premises TOGETHER WITH the land whereon or on part thereof the same is erected and built containing an area of 4 (Four) Bighas 11 (Eleven) Cottahs be the same a little more or less in Division IV called Entally, Sub-Division "D" called Mouza Kamardanga being part of the Holding No.6/4, Touzi No. 1298/2833 being Municipal Premises No.50, Radhanath Chowdhury Road (formerly known as-Tangra Road,) Kolkata-700015 in Mouza Entally, Police Station-Entally, Sub-Registry Office Sealdah in the district of 24-Parganas within the Ward No.56 of Kolkata Municipal Corporation and butted and bounded:

**ON THE NORTH BY** : Radhanath Chowdhury Road and holding No.3 of the said Division No.IV

**ON THE EAST BY** : Partly by premises No.50/1 Radhanath Chowdhury Road and partly by a public road and holding No.5A and 68 and 56, 5 and 45/49 of the said Division No.IV

**ON THE WEST BY** : Partly by Radhanath Chowdhury Road and partly by premises No.50/1 Radhanath Chowdhury Road and

**ON THE SOUTH BY** : Holding No.45/39 and 3 of the said Division No.IV

**SECOND SCHEDULE AS REFERRED TO ABOVE**  
**(SPECIFICATION)**

<b><u>STRUCTURE</u></b>	
Foundation	RCC Substructure on Piles
Super Structure	RCC framed structure with ductile detailing
Walls	Fly Ash / Red brick / ACC blocks
<b><u>WALL FINISHING</u></b>	
Exterior	Glass / Textured / Cement Based Paints as per Architect's Design
Interior	Plaster of Paris / Wall putty
Toilets	Ceramic Tiles on the wall up to ceiling heights
Kitchen	Ceramic Tiles Dado up to 2' from the platform
<b><u>FLOORING</u></b>	
Master Bedroom	Wooden Flooring
Bedrooms	Vitrified Tiles
Living & Dining	Vitrified Tiles
Kitchen	Anti Skid Ceramic Vitrified Tiles
Toilets	Anti skid Ceramic Vitrified Tiles
Floor Lobby	Marble / Vitrified Tiles
Entrance Lobby at ground	Imported Marble
Stair Case	Marble / Vitrified Tiles / stones
<b><u>OTHER FINISHES</u></b>	
Kitchen Counter	Granite counter top with honed edges
	Stainless Steel Sink
	Provision for Chimney

<b><u>DOOR &amp; WINDOWS</u></b>	
Doors	Quality Wooden Frames with Flush Doors
	Brass / Stainless Steel Locks & Hinges
	Night Catch & Eyepiece
Windows	Fully Glazed Aluminum / UPUTC window
<b><u>ELECTRICAL</u></b>	
	Provision for adequate light and fan points
	Provision for TV & Telephone Points in all the Bedrooms & Living / Dining
	Conceded Copper Wiring with Modular Switches
<b><u>PLUMBING</u></b>	
	Adequate 5/15 points in all the areas
	Superior quality Sanitary / Basin & CP Fittings
	Provision for Geyser in all the Toilets
	Concealed Plumbing & Pipe Works
<b><u>ELEVATORS</u></b>	
	4 LIFTS (2 passenger & 2 stretcher type of reputed make)
<b><u>AIR CONDITIONING</u></b>	
	Outdoor Unit Space
	Waste line
<b><u>SECURITY &amp; SAFETY</u></b>	
	CCTV monitoring for all common areas
	Modern Fire Fighting System
	Refuge Platform

	Video Intercom / EPBX system connected with Reception, Security and other Apartments
<b><u>GENERATOR</u></b>	Backup for Common Areas , Services & Apartments
<b><u>AMENITIES</u></b>	<p>The Club - Fully Equipped</p> <p>Gym with Jacuzzi and Sauna/Steam</p> <p>Indoor Games Room - Billiards / Pool / Table Tennis / Carrom / Home Theatre / Cards Room</p> <p>Swimming Pool on the Roof</p> <p>Community Hall</p> <p>Landscape Garden &amp; Jogging Track</p> <p>Vastu Friendly Apartments</p> <p>Children Play Area</p> <p>Rain Water Harvesting System</p> <p>Hassle Free Car Parking</p> <p>Open Amphitheatre</p>

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals on the day month and year first written above.

**SIGNED SEALED AND DELIVERED BY THE**

**OWNER AT KOLKATA IN PRESENCE OF :**

1. *Tapati Tarafdar*  
176, Maniktala Main Road.  
Kolkata - 700054.
2. *Bappaditya Majumdar*  
176 Maniktala Main Road  
Kolkata - 700054

ACME DYEKNIT Pvt Ltd  
① *Shampa Bhattacharya*

Director

ACME DYEKNIT Pvt Ltd  
*Chandan Chakraborty*  
Director

ACME DYEKNIT Pvt Ltd  
*Parimali Nagchawdhury*  
Director  
(OWNER)

**SIGNED SEALED AND DELIVERED BY THE**

**DEVELOPER AT KOLKATA IN PRESENCE OF :**

1. *Tapati Tarafdar*
2. *Bhupendra*  
*Bappaditya Majumdar*

For K3 HOUSING PROJECTS LLP

*Rajib Talukdar*  
Designated Partner

(DEVELOPER)

Drafted by me:

*Bhupendra*  
(BHUPENDRA GUPTA)  
Advocate  
HIGH COURT AT CALCUTTA  
Enrolment No. WB/98/2001

## SPECIMEN FORM FOR TEN FINGERPRINTS



*Chandrani Chakrabarty*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Sharmee Blewinkle*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Parimal Roychowdhury*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Arind Tolar*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



ଭାରତ ସରକାର  
GOVERNMENT OF INDIA

Waseem Raja  
Per: 400000  
Father: WAKIL KHAN

Year of Birth: 1980  
Gender: Male

7393 7542 7700



## ଆଧାର - ସାଧାରଣ ଆନନ୍ଦର ଅଧିକାର



**ভারতীয় বিশিষ্ট পরিচয়-প্রাধিকরণ  
UNIQUE IDENTIFICATION AUTHORITY-OF-INDIA**

ପିଲାମ, ପାତ୍ର ୧, କୁଳାଳ ଅଧିକାରୀ କେନ୍ଦ୍ର  
ପାତ୍ରମିଳି-୧୦, ୨, କୋଣାର୍କ, ଅଧିକାରୀ  
୨୦୨୦୨୪

Address: H B, GHULAM  
ABBAS LANE, Garden  
Reach S.O, Garden Reach,  
Kolkata, West Bengal,  
700024



1047



1988 LUPOM-REPORT



THE BOSTONIAN



#### REFERENCES AND NOTES



Government of West Bengal

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

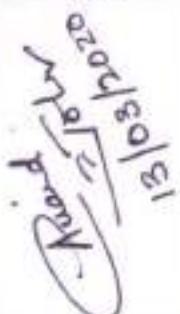
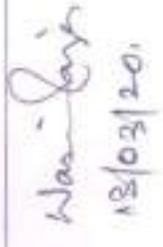
OFFICE OF THE A.D.S.R. SEALDAH, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16060000477288/2020

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt Chandrani Chakraborty 176/H/6, Maniktala Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:- South 24-Parganas, West Bengal, India, PIN - 700054	Representative of Land Lord [ACME DYEKNIT PRIVATE LIMITED ]			Chandrani Chakraborty 13.03.2020
2	Smt Shampa Bhowmik Alias Smt Shampa Bhowmick 176/H/6, Maniktala Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:- South 24-Parganas, West Bengal, India, PIN - 700054	Representative of Land Lord [ACME DYEKNIT PRIVATE LIMITED ]			Shampa Bhowmick 13.03.2020
3	Smt Barnali Nagchowdhury 176/H/6, Maniktala Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:- South 24-Parganas, West Bengal, India, PIN - 700054	Representative of Land Lord [ACME DYEKNIT PRIVATE LIMITED ]			Barnali Nagchowdhury 13. 3. 2020

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Quaid Johar Mandsaurwala 4, Girish Chandra Bose Road, P.O- Entally, P.S:- Entally, District-South 24-Parganas, West Bengal, India, PIN - 700014	Representative of Developer [K3 HOUSING PROJECT S LLP ]			
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Wasim Raja Son of Late Wakil Khan 6, Old Post Office Street, P.O - GPO, P.S- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001	Smt Chandrani Chakraborty, Smt Shampa Bhowmik, Smt Barnali Nagchowdhury, Quaid Johar Mandsaurwala			

-----  
  
 (Kaushik Ray)  
 ADDITIONAL DISTRICT  
 SUB-REGISTRAR  
 OFFICE OF THE A.D.S.R.  
 SEALDAH  
 South 24-Parganas, West  
 Bengal

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ACME DYEKNIT PRIVATE LIMITED

22/06/2005

Permanent Account Number

AAGCA1657E

10000000

ACME DYEKNIT PVT. LTD  
Shampa Bhattacharya  
Director

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA



स्थानीय संख्या संस्थान कार्ड  
Permanent Account Number Card

AASFK0513A

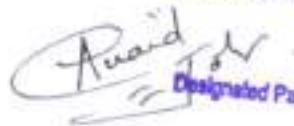
नाम / Name  
K3 HOUSING PROJECTS LLP



संस्था की स्थापना की तिथि  
Date of Incorporation / Formation  
06/08/2017

2100007

For K3 HOUSING PROJECTS LLP

  
Ravi J. J. D.  
Designated Partner



*Riad  
Johar*

ELECTION COMMISSION OF INDIA

आमाजेर निर्वाचन बोर्ड

WB / 22 / 153 / 057252

IDENTITY CARD

परिचय पत्र



Elector's Name	Quaid Johar Mansurulla
Spouse Name	अम्बा जहार मनसुरुला
Father/Mother	
Husband's Name	Sirajuddin
Relatives/Spouse Name	मिसारुल्ला
Sex	Male
Sex	मुल
Age as on 1.1.1985	33
Religious Sect	33

ADDRESS

30 Ripon Street, Calcutta

Pin No:

०० बिहार रोड, निमत्ता

Facsimile Signature

Electoral Registration Officer

प्रतिनिधि अधिकारी

For 163-BNTALLY

Assembly Constituency

ब्रह्मपुर निर्वाचन क्षेत्र

Place: Calcutta

Date: 14.10.85

Time: 10.30 A.M.

*Quaid Johar*



ভাৰত সরকাৰ  
Unique Identification Authority of India  
Government of India

ভার্মিকোড আই নং / Enrollment No.: 121580065/04847

To  
কুজ জোহার মন্দসুরুলা  
Quaid Jahan Mandasurwala  
4 GIRISH CHANDRA BOSE ROAD  
Entally  
Entally  
Circular Avenue Kolkata  
West Bengal 700014  
9631076531  
033045773



MP949457731FT



আপনার আধাৰ সংখ্যা / Your Aadhaar No.:

**3079 8679 4012**

আধাৰ - সাধাৰণ মালুমেৱ অধিকাৰ



ভাৰত সরকাৰ  
Government of India

কুজ জোহার মন্দসুরুলা  
Quaid Jahan Mandasurwala  
পিতা : সিরাজুদ্দিন মন্দসুরুলা  
Father: SIRAJUDDIN MANDASURWALA  
জন্মতাৰ্থ / DOB : 16/05/1973  
মহিলা / Male



**3079 8679 4012**

আধাৰ - সাধাৰণ মালুমেৱ অধিকাৰ

*Quaid Jahan Mandasurwala*

**ELECTION COMMISSION OF INDIA**

ভাৰতেৰ নিৰ্বাচন কমিশন

WB / 22 / 159 / 438477

**IDENTITY CARD**

পৰিচয় পত্ৰ



Elector's Name	Tareefdar Shampa
নিৰ্বাচকৰ নাম	তাৰেফদাৰ শম্পা
Father/Mother/ Husband's Name	Ajay
পিতৃ/মাতৃ/পুত্ৰৰ নাম	আজয়
Sex	F
লিঙ্গ	মহিলা
Age as on 1.1.1995	20
১৯৯৫-১৯৯৬ বছৰ	২০

*Shampa Bhattacharya*

Address  
176/H/VI, Satin Sen Sarani, Phoolbagan,  
Calcutta.

মুক্তি  
১৭৬/এইচ/বি সেতিন সেন সড়ক, ফুলবাগন,  
কলকাতা।

Facsimile Signature  
Electoral Registration Officer  
নিৰ্বাচনিক অধিকারী

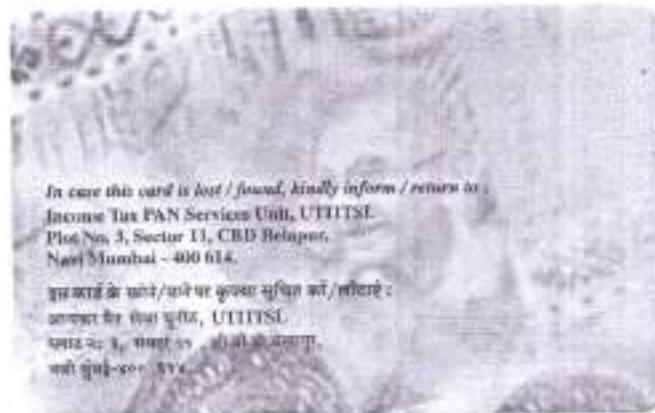
For 159,MANIKTOLA  
Assembly Constituency  
১৫৯,মানিকতলা

নিৰ্বাচন পৰিষেবা

Place	CALCUTTA
স্থান	কলকাতা
Date	17.09.95
তাৰিখ	১৭.০৯.৯৫



Shampa Bhownick





भारत सरकार  
GOVERNMENT OF INDIA



শাম্পা ভোঁবিক  
SHAMPA BHOWMICK  
পিতা : অজয় কুমার তারাফের  
Father : AJAY KUMAR TARAFDER  
জন্ম বর্ষ / Year of Birth : 1975  
মহিলা / Female



6120 8474 2037

চার্যাবাড় - সাধারণ মানবিক অধিকার

Shampa Bhownick



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:  
১৭৫/প্রীট/৬, মানিক তলা (মেটেল  
গেট, কক্ষগাঁথি, কোলকাতা,  
পশ্চিমবঙ্গ, ৭০০০১৪)

Address:  
175/H6, MANIK TALA MAIN  
ROAD, Kankurgachi S.O.,  
Kankurgachi, Kolkata, West  
Bengal, 700054



1947  
18001101107



18001101107@uiaindia.gov.in



[www.uiaindia.gov.in](http://www.uiaindia.gov.in)



P.O. Box No. 1107  
Kankurgachi, Kolkata

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

BARNALI NAGCHOWDHURY

AJOY KUMAR TARAFDER

14/02/1980  
Permanent Account Number

AFMPN1587J

*Barnali Nagchowdhury*

Signature



*Barnali Nagchowdhury*

ELECTION COMMISSION OF INDIA  
ভাৰতেৰ নিৰ্বাচন কমিশন  
IDENTITY CARD  
পৰিচয় পত্ৰ



JSC2552511

Elector's Name Bamali Tarafdar

নিৰ্বাচকৰ নাম বনালি তৰাফদাৰ

Father's Name Ajoy Kumar Tarafdar

শিক্ষার নাম অমোৰ কুমাৰ তৰাফদাৰ

Sex F

বিষ্ণু

Age as on 1.1.2006 25

১.১.২০০৬ এ বয়স ২০

Bamali Nagchowdhury

Address:  
176H/5, MANIKTALA MAIN ROAD, PHOOL BAGAN,  
Kolkata 700054

ঠিকানা:  
১৭৬H/৫, মানিকতলা মেইন রোড, ফুল বাগন, কলকাতা ৭০০০৫৪

*Bamali*

Facsimile Signature  
Electoral Registration Officer  
নিৰ্বাচক কমিশন অফিসার

Assembly Constituency: 155-Maniktola

ৱেদন নথি নং: ১৫৫-মানিকতলা

District: Kolkata

মেজো: কলকাতা

Date: 15.02.2006

মাত্ৰ: ১৫.০২.২০০৬

  
Government of India

  
AADHAAR

**प्राप्ति**

- यहां पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण अधिकारी अधिकारीकृत प्राप्त प्राप्त है।
- यह एक इलेक्ट्रॉनिक अधिकारी प्राप्त प्राप्त है।

**INFORMATION**

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

**महत्व**

- आधार देश भर में महत्व है।
- आधार अविवाही वीर वैवाहिकी संवाधी वा अज्ञ उठाने में उपयोगी होता है।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

**Address:**  
176/176, MANK TALA MAIN ROAD,  
Kankurgachi S.O., Kharagpur,  
West Bengal - 700054

**4575 2540 0090**  
VID: 9198141490123088



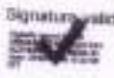
  
Government of India

  
आधार

**भारतीय विशेष नियन्त्रण प्रणिकारण**  
भारत सरकार  
Unique Identification Authority of India  
Government of India

Enrolment No.: 2389/72442/00293

To  
Barnali Nagchowdhury  
176/176  
MANK TALA MAIN ROAD  
Kankurgachi S.O. -  
Kharagpur West Bengal - 700054  
9831085480





आधार का अनुपात अमानक / Your Aadhaar No. :  
**4575 2540 0090**  
VID : 9198141490123088

**मेरा आधार, मेरी पहचान**

**मानव संरक्षण**  
Government of India

Barnali Nagchowdhury  
Date of Birth/DOB: 14/02/1980  
Female/ FEMALE

**4575 2540 0090**  
VID: 9198141490123088

**मेरा आधार, मेरी पहचान**



Barnali Nagchowdhury

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

CHANDRANI CHAKRABORTY

AJOY KUMAR TARAFDER

21/12/1978

Permanent Account Number:

AFQPC1945P



Signature



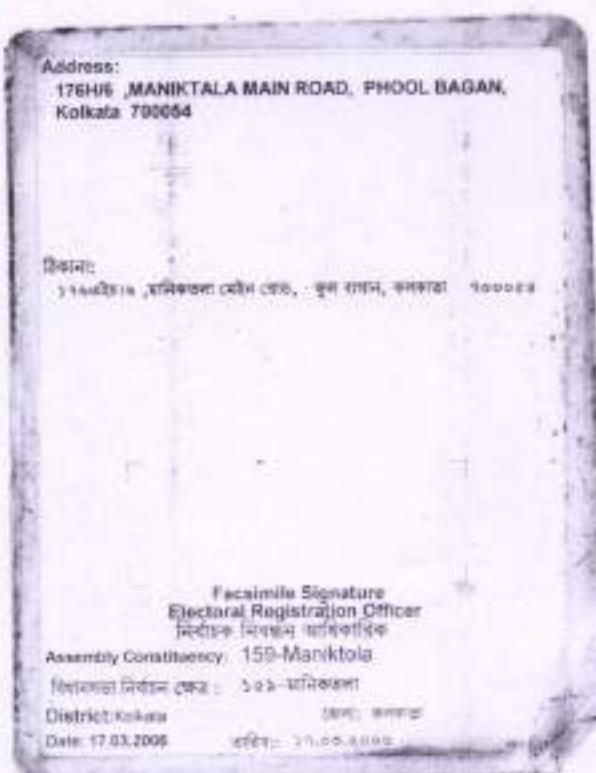
Chandrani Chakraborty

In case this card is lost / found, kindly inform / return to :  
Income Tax PAN Services Unit, UTIISL  
Plot No. 3, Sector 11, CIDB-Belapur,  
Navi Mumbai - 400 614.

गणराज्य भारत के प्रधान मंत्री को / विदेशी विभाग को सौंपें।  
प्लॉट नं. 3, सेक्टर 11, CIDB-Belapur,  
नवी मुंबई - 400 614.



Chandrani Chakrabarty





भारत सरकार  
GOVERNMENT OF INDIA



चन्द्रनी चक्रबर्ती  
Chandrani Chakraborty  
पिता : अजय कुमार तराफदर  
Father : AJAY KUMAR TARAFDER  
जन्म वर्ष / Year of Birth : 1978  
महिला / Female



6366 3739 5220

आधार - साधारण आनुषेद अधिकार

Chandrani Chakraborty

भारतीय विशेष परिचय प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:  
196/পাট/২-১, মনিক তলা বেটুন  
রোড, কাঙুরগাঁও, কোলকাতা,  
পশ্চিমবঙ্গ, 700054

Address:  
176/পাট/১, MANIK TALA  
MAIN ROAD, Kankurgachi  
S.O. Kankurgachi, Kolkata,  
West Bengal, 700054



1947  
1800 180 1847



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www.uidai.gov.in



P.O. Box No. 1347  
Delhi-110 001

Govt. of West Bengal  
 Directorate of Registration & Stamp Revenue  
 e-Challan

GRN: 19-201920-021338337-1  
 GRN Date: 13/03/2020 16:32:55  
 BRN: 1053059010

Payment Mode Online Payment  
 Bank: HDFC Bank  
 BRN Date: 13/03/2020 16:36:35

**DEPOSITOR'S DETAILS**

Id No. : 16060000477288/1/2020  
 [Query No./Query Year]

Name : K3 HOUSING PROJECTS LLP  
 Contact No. : Mobile No. : +91 9831078631  
 E-mail :  
 Address : P 15 CIT ROAD SCH LV KOLKATA 700014  
 Applicant Name : Mr. Bhupendra Gupta  
 Office Name :  
 Office Address :  
 Status of Depositor : Buyer/Claimants  
 Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [ ₹ ]
1	16060000477288/1/2020	Property Registration- Stamp duty	0030-02-103-003-02	70020
2	16060000477288/1/2020	Property Registration- Registration Fees	0030-03-104-001-18	21
Total				70041

In Words : Rupees Seventy Thousand Forty One only

### Major Information of the Deed

Deed No :	I-1606-01127/2020	Date of Registration	16/03/2020
Query No / Year	1606-0000477288/2020	Office where deed is registered	
Query Date	12/03/2020 7:01:16 PM	A.D.S.R. SEALDAH, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bhupendra Gupta 6, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7687909591, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 40,59,58,996/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75.020/- (Article 48(g))	Rs. 21/- (Article E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assessment slip. (Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Entaly, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Radhanath Chowdhury Road, Road Zone : (R. N. Chowdhury -- Rest Portion) , Premises No: 50, Ward No: 056 Pin Code : 700015

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	4 Bigha 11 Katha		36,84,58,996/-	Property is on Road
	Grand Total :			150.15Dec	0/-	3684,58,996/-	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	50000 Sq Ft.	0/-	3,75,00,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 50000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Pucca, Extent of Completion: Complete				
	Total :	50000 sq ft	0/-	375,00,000/-	

#### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ACME DYEKNIT PRIVATE LIMITED 176/H/6, Maniktala Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054 , PAN No.: AAGCA1657E, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>K3 HOUSING PROJECTS LLP</b> P 15, C I T SCH.LV, P.O:- Entally, P.S:- Entally, District:-South 24-Parganas, West Bengal, India, PIN - 700014 , PAN No.: AASFK0513A, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Smt Chandrani Chakraborty</b> Daughter of Late Ajoy Kumar Tarafder 176/H/6, Maniktala Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AFQPC1945P, Aadhaar No: 63xxxxxxxx5220 Status : Representative, Representative of : ACME DYEKNIT PRIVATE LIMITED (as Director)
2	<b>Smt Shampa Bhowmik, (Alias Name: Smt Shampa Bhowmick) (Presentant )</b> Daughter of Late Ajoy Kumar Tarafder 176/H/6, Maniktala Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AJAPB3045P, Aadhaar No: 61xxxxxxxx2037 Status : Representative, Representative of : ACME DYEKNIT PRIVATE LIMITED (as Director)
3	<b>Smt Barnali Nagchowdhury</b> Daughter of Late Ajoy Kumar Tarafder 176/H/6, Maniktala Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AFMPN1587J, Aadhaar No: 45xxxxxxxx0090 Status : Representative, Representative of : ACME DYEKNIT PRIVATE LIMITED
4	<b>Quaid Johar Mandsaurwala</b> Son of Sirajuddin Mandsaurwala 4, Girish Chandra Bose Road, P.O:- Entally, P.S:- Entally, District:-South 24-Parganas, West Bengal, India, PIN - 700014, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.: ADPPM8887M, Aadhaar No: 30xxxxxxxx4012 Status : Representative, Representative of : K3 HOUSING PROJECTS LLP (as Designated Partner)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Wasim Raja</b> Son of Late Wakil Khan 6, Old Post Office Street, P.O:- GPO, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001			

Identifier Of Smt Chandrani Chakraborty, Smt Shampa Bhowmik, Smt Barnali Nagchowdhury, Quaid Johar Mandsaurwala

**Transfer of property for L1**

Sl.No	From	To, with area (Name-Area)
1	ACME DYEKNIT PRIVATE LIMITED	K3 HOUSING PROJECTS LLP-150.15 Dec

**Transfer of property for S1**

Sl.No	From	To, with area (Name-Area)
1	ACME DYEKNIT PRIVATE LIMITED	K3 HOUSING PROJECTS LLP-50000.00000000 Sq Ft

On 13-03-2020

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

Presented for registration at 21:30 hrs on 13-03-2020, at the Private residence by Smt Shampa Bhowmik Alias Smt Shampa Bhowmick.,

**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 40,59,58,996/-

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

Execution is admitted on 13-03-2020 by Smt Chandrani Chakraborty, Director, ACME DYEKNIT PRIVATE LIMITED (Private Limited Company), 176/H/6, Maniktala Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054

Indentified by Mr Wasim Raja, , Son of Late Wakil Khan, 6, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Law Clerk

Execution is admitted on 13-03-2020 by Smt Shampa Bhowmik, . Smt Shampa Bhowmick Director, ACME DYEKNIT PRIVATE LIMITED (Private Limited Company), 176/H/6, Maniktala Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054

Indentified by Mr Wasim Raja, , Son of Late Wakil Khan, 6, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Law Clerk

Execution is admitted on 13-03-2020 by Smt Barnali Nagchowdhury,

Indentified by Mr Wasim Raja, , Son of Late Wakil Khan, 6, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Law Clerk

Execution is admitted on 13-03-2020 by Quaid Johar Mandsaurwala, Designated Partner, K3 HOUSING PROJECTS LLP (LLP), P 15, C I T S CH.LV, P.O:- Entally, P.S:- Entally, District:-South 24-Parganas, West Bengal, India, PIN - 700014

Indentified by Mr Wasim Raja, , Son of Late Wakil Khan, 6, Road: Old Post Office Street, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Law Clerk



Kaushik Ray

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SEALDAH

South 24-Parganas, West Bengal

On 16-03-2020

**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 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/03/2020 4:36PM with Govt. Ref. No: 192019200213383371 on 13-03-2020, Amount Rs: 21/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1053059010 on 13-03-2020, Head of Account 0030-03-104-001-16

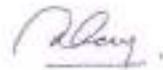
**Payment of Stamp Duty**

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

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 101995, Amount: Rs.5,000/-, Date of Purchase: 12/03/2020, Vendor name: SOUMITRA CHANDA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/03/2020 4:36PM with Govt. Ref. No: 192019200213383371 on 13-03-2020, Amount Rs: 70,020/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1053059010 on 13-03-2020, Head of Account 0030-02-103-003-02



Kaushik Ray  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SEALDAH  
South 24-Parganas, West Bengal

**Certificate of Registration under section 60 and Rule 69.**

Registered in Book - I

Volume number 1606-2020, Page from 46663 to 46723

being No 160601127 for the year 2020.



Digitally signed by KAUSHIK ROY  
Date: 2020.03.18 12:30:48 +05:30  
Reason: Digital Signing of Deed.

(Kaushik Ray) 2020/03/18 12:30:48 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SEALDAH

West Bengal.

**(This document is digitally signed.)**