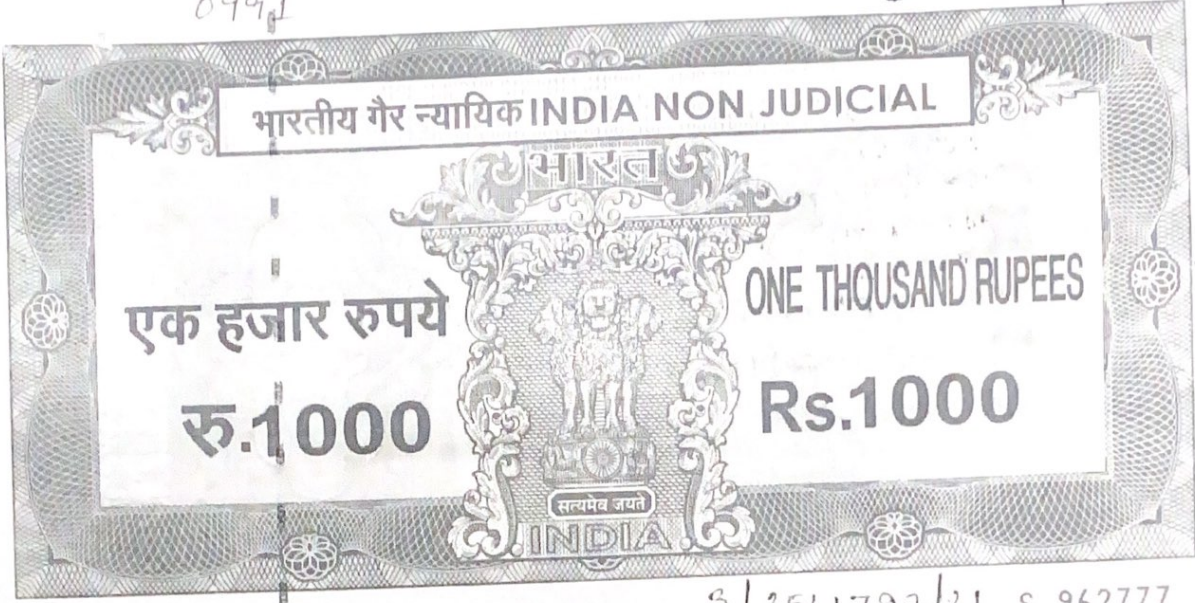


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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL  
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Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet or sheets attached with this document are the part of this documents.

Additional District Sub-Registrar,  
Bairhat, New Town, North 24-Pgs

20 JAN 2022

### DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT made on this the 20<sup>th</sup> day of January' Thousand Twenty Two (2022) in the Christian Era.

BETWEEN

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:: 2 ::

**MD. JAKIR HOSSAIN** alias **MD JAKIR HOSSAIN MOLLA** [ PAN-**ALTPH0290B** ], Aadhaar No.- 2493 4991 6064, S/o. Late Maniruddin Molla, residing at Vill:- Umarhati, P. O.- Kashinathpur, P. S.- Rajarhat, Dist- North 24 Parganas, Kolakta-700135, by nationality- Indian, by faith- Muslim, by occupation- Service, hereinafter collectively called & referred to as the **LAND OWNER** ( which terms of expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns ) of the **ONE PART.**

**A N D**

**SRISAI HOME DEVELOPERS PRIVATE LIMITED** [ PAN: **ABDCS8075L** ] a company incorporated under the Companies Act' 2013 ( 18 of 2013 ) having CIN : U45500WB2020PTC237597, TAN: CALS48913E, having its corporate office at New Town Square, Room No. 5C1A, Fifth Floor, Chinar Park, Kolkata- 700136, represented by its *Managing Director* **SRI PALTU KUMAR MAITY** [ PAN: **BAWPM0114J** ], Aadhaar No. 3927 0052 9535, S/o. Late Achintya Maity, residing at E/G-6, Flat- 2B, 1<sup>st</sup> Floor, Gagan Appt., Swamiji Pally, 2<sup>nd</sup> Row, Sanner Pukur, Jyangra Battala, P.O.- Jyangra, P. S.- Baguiati, Dist:- North 24 Parganas, Kolkata-700059, by nationality- Indian, by faith- Hindu, by occupation- Business, hereinafter referred to and mentioned in short allure as '**DEVELOPER**' (which term or expression shall, unless otherwise excluded by or repugnant to or inconsistent with the context, mean and include its successors-in-interest and assigns) of the **OTHER PART.**

( The Party of the First Part and Second Part are hereinafter collectively referred to as the 'Parties' and singly as 'Party' )

NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE PARTIES AS FOLLOWS :

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1. Subject Matter of this Agreement :

Development : Development and Commercial exploitation of ALL THAT a piece & parcel of Danga land measuring an area about **35 Decimal** more or less as per 1.0000 Share out of 35 Decimal comprised in **R. S. & L. R. Dag No. 408**, recorded in his own name in the present L. R. Settlement Operation under **L. R. Khatian No. 158/1** at **Mouza- OMARHATI**, J.L No - 41, **P. S.- Rajarhat**, within the local limits of Rajarhat Bishnupur- II - Gram Panchayat, Dist:- North 24 Parganas, TOGETHER WITH all easement rights and all other rights appurtenances attached to the said plot, more fully & particularly mentioned and described in the FIRST SCHEDULE hereunder written, hereinafter for the sake of brevity referred to as the SAID LAND.

2. Background, Owner's Representations and Warranties on Title :

2.1. Ownership of the Previous Owners: WHEREAS the previous owners namely Siraj Uddin Molla, Manir Uddin Molla, Amir Uddin Molla, Toukir Hasan, Jobeda Bibi, Abeda Bibi, Mafuja Bibi, Rowsanara Bibi, Abdul Khalek Molla, Abdul Malek Molla and Mujit Ali Gazi became the absolute owners of their properties obtained by virtue of inheritance from their predecessors.

2.2. Deed of Partition: the said owners entered into a registered Deed of Partition ( Bengali Bantannama Dalil ) on 11/04/1991 registered at A.D. S. R. - Bidhannagar - Salt Lake City, vide Book - I, Volume No.- 78, Pages from 429 to 466, being No.- 4299 for the year 1991 by which they amicably portioned their inherited properties in several Dag Numbers under different Khatian Numbers among those, the said Siraj Uddin Molla, the First Party, mentioned therein the said Deed of Partition availed a piece & parcel of Danga land measuring an area about **35 Decimal** more or less comprised in **R. S. & L. R. Dag No. 408**, under L. R. Khatian (Kri.) Nos. 376, 245, 49, 120, 299, 282, 174, 66, 245/1, 345, 184, (Akri.) Nos. 143, 90, 15, 118, 111, 61, 23, 79 & 69 at **Mouza- OMARHATI**, J.L No - 41, **P. S.- Rajarhat**, G.P.- Rajarhat Bishnupur- II, Dist:- North 24 Parganas, hereinafter called the 'Said Plot'.

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2.3 Deed of Sale : by virtue of the said Deed of Partition, the said Siraj Uddin Molla became the absolute owner of the said land and during his possession & enjoyment, he sold, transferred and conveyed the said piece & parcel of Danga land measuring an area about **35 Decimal** more or less out of 35 Decimal comprised in **R. S. & L. R. Dag No. 408** under L. R. Khatian (Kri.) Nos. 376, 245, 49, 120, 299, 282, 174, 66, 245/1, 345, 184, (Akri.) Nos. 143, 90, 15, 118, 111, 61, 23, 79 & 69 at **Mouza- OMARHATI**, J.L No - 41, **P. S.- Rajarhat**, G.P.- Rajarhat Bishnupur- II, Dist:- North 24 Parganas, more fully & particularly mentioned and described in the FIRST SCHEDULE hereunder written, in favour of Md. Jakir Hossain Molla, the Land Owner herein, by a registered Deed of Sale ( Bengali Saf Bikroy Kobala), registered on 14/03/1997 at A. D.S.R. Bidhannagar, Salt Lake City, vide Book No. - I, Volume No.- 146, Pages from 75 to 82, **being No. - 5240** for the **Year 1997**.

2.4. Ownership of Present Land Owner: AND WHEREAS, by virtue of the above mentioned Deed of Sale, the Land Owner herein, has become the absolute owner of the SAID LAND, more fully & particularly described in the FIRST SCHEDULE hereunder written and has been possessing & enjoying the same without interruption of others and they have every right to sell, transfer and convey and also to enter into any type of agreement with developer or anybody in respect of the SAID LAND free from all encumbrances whatsoever..

2.5. Mutation : While seized & possessed over the SAID LAND individually, the said Land Owner mutated/recorded his name in the present L.R. Settlement Operation under **L. R. Khatian No. 158/1** in the office of B. L.& L.R.O. Rajarhat, North 24 Parganas.

2.6. Non Encumbrances : The right, title and interest of the Land Owner in the SAID LAND is free from all encumbrances, mortgages, charges, liens, lispens, trusts, debutters, lease, tenancies, occupancy rights, alignment and liabilities whatsoever and he has a good & marketable title thereto.

2.7. No Requisition, Acquisition & Attachments : The Land Owner confirms that the SAID LAND or any part thereof is at present not affected by any requisition or acquisition or attachments of any authority under any law and no notice or intimation about any such proceedings has been received by the Land Owner and neither SAID LAND nor any part thereof has been attached and or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, Revenue or any other Public Demand.

2.8. No Litigation: The Land Owner confirm that there is /are no suits and/or proceedings and / or litigations viz. in any civil, criminal or arbitration proceedings or no claims of any nature ( whether relating to, directly or indirectly ) pending in respect of the SAID LAND and any part thereof.

2.9. Absolute Possession : The SAID LAND and every part thereof is in Khas, vacant, peaceful and absolute possession of the Land Owner herein.

2.10. No Excess Vacant Land : That neither the Land Owner holds nor did his predecessors in title ever held any excess vacant land within the meaning of Urban Land ( Ceiling & Regulation ) Act' 1976 and relying on the such representation, amongst other representations, the Developer has agreed to enter into this agreement.

### 3. Desire, Decision & the Developer :

3.1. Decision to Develop : The Land Owner herein has been desiring for for development of his SAID LAND and has decided to develop the same by constructing a multi-storeied building comprising of several ownership flats/ units/ car parkings /shops and other areas / spaces thereon together with various common service areas, amenities & facilities to be appended thereto the said proposed multi-storeied building through the Developer herein.

3.2 Background of the Developer : The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.

3.3 Offer of Development : The Land Owner herein has approached to the Developer and made the above representations and has requested the Developer to take up for the development of the SAID LAND.

3.4 Reliance on Representation : Relying on the representations of the Land Owner, the Developer herein has agreed to develop and commercially exploit the SAID LAND by constructing a multi-storeied building according to plan to be sanctioned from the concerned authority.

3.5 Negotiations : Discussions and negotiations have occurred between the parties and the terms & conditions have been agreed upon, which are recorded hereunder.

4. Appointment & Commencement :

4.1. Appointment and Acceptance : The Land Owner doth thereby appoint the Developer as the Developer of the SAID LAND and the Developer doth hereby accept such appointment.

4.2. Commencement and Tenure : This Agreement commences and shall be deemed to have commenced on & with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till **42 Months** from the date of execution of this indenture for construction of **G+4 Storeyed** Building and if the Developer shall be able to obtain necessary sanction for extension of additional floors above the said G+4 Storeyed Building, then the Land Owner will extend the time for the construction and the period in months will be decided under negotiation by both the parties.

4.3. Development Cost & Risk: The Developer shall at it's own cost, expenses & risk, construct, finish and complete the entire project of the subject matter of this agreement.

5. Land Owner's Allocation and Initial Payment :

5.1. Land Owner's Allocation: The Land Owner shall be fully & completely entitled to get i) **40% of the Constructed Area in the G+4 Storeyed Building as per Sanction Plan** and if extends ii) **38% of the Constructed Area in the Extended Floors as per Re-sanction or Revised Plan** of/within the

proposed Multi-storeyed Building/Housing Complex to be erected on the SAID LAND, inhabitable condition and according to the Sanction Plan, particularly described in the Second Schedule hereunder written together with other common areas & space of the said land where the Developer shall deliver Owner's Allocation to the Land Owner undisputed peaceful possession prior to the matter of possession of the Developer's Allocation.

5.2. Refundable Deposit/Payment : The Developer will pay a sum of Rs. **20,00,000/- ( Rupees Twenty Lac ) only in total** as a Refundable Interest Free Deposit to the Land Owner through two stages as follows:

- i) The Developer will pay a sum of **Rs. 10,00,000/- ( Rupees Ten Lac )** only as a **Refundable Money** to the Land Owner **on this the day of execution** as well as the day of registration of this Development Agreement.
- ii) The Developer will pay a sum of **Rs. 10,00,000/- ( Rupees Ten Lac )** only as a **Refundable Money** to the Land Owner at the time of the **commencement of foundation work** as well as the excavation of ground for the proposed project.
- iii) The Land Owner shall refund the said interest free refundable amount of Rs. 20,00,000/- to the Developer immediately taking possession of his Allocated Portion of the project.

6. Developer's Allocation :

6.1. Developer's Allocation : The Developer shall be fully and completely entitled to get the i) **60% of the Constructed Area in the G+4 Storeyed Building as per Sanction Plan** and if extends ii) **62% of the Constructed Area in the Extended Floors as per Re-sanction or Revised Plan** out of the of the total constructed area of the proposed multi - storeyed Building to be erected on the SAID LAND, after allocating the Land Owner's Allocation as per Clause No.5.1 stated above and other common areas comprising of the said building and open spaces of the SAID LAND building particularly described in the Third Schedule hereunder written.

6.2 Original Documents : The Original Documents in respect of the SAID LAND shall be handed over by the Land Owner to the custody of the Developer soon after the execution of this indenture who shall retain the same as part performance of this instrument.

6.3 Possession : The Land Owner shall handed over the khas and vacant possession of the entirety of the SAID LAND in favour of the Developer forthwith the execution & registration of this agreement and the Development Power of Attorney.

7. Powers and Authorities :

7.1. Development Power of Attorney : The Land Owner are bound to execute the Development Power of Attorney after the registration of this instrument for sanction of the building plan, additional/revised/modified plan be prepared by an efficient architect for construction and application for Completion Certificate from the Municipality or any other competent authority and for booking and selling of the Developer's Allocation and all necessity.

7.2 Further Acts : Notwithstanding grant of the aforesaid Development Power of Attorney, the Land Owner do and each of them doth hereby undertake that they will execute, as and when necessary, further powers and authorities and all papers, documents, plans etc. for the purpose of this agreement if got cogent reasons.

7.3 Mortgage Power : The Developer will be entitled to raise necessary fund from bank or any other financial institution or person for development of the SAID LAND by constructing of the said multi storied building without creating mortgage of the Land Owner's Allocation.

8. Construction of the Building :

8.1. Sanction of Plan and Demarcation of Allocations : The Developer shall at its own cost, appoint an architect through whom the Developer shall prepare, submit and obtain the Sanctioned Building Plan duly sanctioned by the concerned or competent authority AND after obtaining the sanctioned plan, the respective allocations shall be demarcated, if required. The written decision of the Architect and its certificate regarding the quality of materials and workmanship shall be final and binding on the Parties.



8.3. Construction Period : Subject to Force Majeure and uncertain natural incidents or any other unexpected obligations, by this agreement, the Developer shall construct, complete and finish the said proposed Multi Storeyed Building on the SAID LAND within a period of **42 Months** from the date of execution of this indenture for construction of **G+4 Storeyed Building** and if the Developer shall be able to obtain necessary sanction for extension of additional floors above the said G+4 Storeyed Building, then the Land Owner will extend the time for the construction and the period in months will be decided under negotiation by both the parties.

8.4. Installations & Utilities : The Developer shall at its own cost, install and erect the said Multi Storeied Building with pumps, overhead reservoirs, lifts, temporary electric connections until permanent electric connections are obtained and sewerage connections. The prospective Purchasers/occupiers of the apartments / spaces, shall pay the charges levied by the WBSEDCL Ltd.

8.5 Building Materials : The Developer shall apply for and obtain quotas, entitlements and other allocations for bricks, cement, steel bar and other materials required for the construction of the said Multi-Storeyed Building.

8.6. Temporary Connections : The Developer shall be authorized on behalf of The Land Owner to apply for and obtain temporary connections of water, electricity and drainage / sewerage.

8.7. Amendment & Modification: Within the permissible limits of the Municipality or any other concerned authorities, the Developer may amend, modify and alter the plan if necessary arises.

8.8. No Obstruction : The Land Owners shall not do any act or deed whereby the Developer is obstructed or prevented from constructing and completing the proposed Multi-Storeyed Building.

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9. Dealing with Units/Spaces in the Proposed Multi-Storeyed Building.

9.1. Land Owner's Allocation : The Land Owner shall be exclusively entitled to the Land Owner's Allocation and shall be entitled to transfer or otherwise deal with the Land Owner's Allocation in any manner and the Developer shall not in any way interfere with or disturb the sale / transfer and quiet and peaceful possession of the Land Owner's Allocation

9.2. Developer's Allocation : The Developer shall be exclusively entitled to the Developer's Allocation and shall be entitled to transfer or otherwise deal with the Developer's Allocation in any manner without any right, title, claim or interest therein whatsoever of the Land Owners and the Land Owner shall not in any way interfere with or disturb the sale or transfer and quiet and peaceful possession of the Developer's Allocation, subject to the provision of Clause 5.1 above.

10. Panchayat Taxes & Outgoings :

Relating to Period prior to sanction of Plan : All Panchayat rates, taxes and other outgoings on the SAID LAND, shall be borne by the Developer.

11. Possession and Post Completion Maintenance :

11.1 Notice of Completion : As soon as the Multi-Storeyed Building will be completed as the Completion Certificate issued by the concerned authority, the Developer shall deliver the possession of Owner's allocation in favor of Land Owner.

11.2. Maintenance : The Developer shall frame a scheme for the management and administration of the said multi-storeyed building. The Land Owner hereby agree to abide by all the rules & regulations to be framed by the Developer or the Flat Owner's Association.

11.3. Maintenance Charges : For a period of 12 months from the possession date or till such time the Association is formed, the Developer shall manage & maintain the common portions of the building and forthwith on demand of

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the Developer, the Land Owner/Transferees will be liable to pay such cost and service charges including premium of insurance of the building, water, electricity, sanitation and scavenging and occasional repairing charges.

11.4. Failure to maintenance Charges : If, the Land Owners/Transferees fail to pay maintenance charges within 15 days if demand in this context, the defaulter shall be liable to pay interest on outstanding amount @ 1.50% per month till the payment is made.

12. Common Restrictions : Applicable to Possessor/ Transferee/Occupier (s) :

12.1. No Illegal Activity : No any possessor / transferee / occupier of the said building shall use or permit to be used his/her/their unit(s) for carrying on any illegitimate, illegal or immoral trade or activity which may cause nuisance to the other occupiers of the building.

12.2. No Demolition : No any possessor / transferee / occupier of the said building shall demolish or permit to demolish any part of the said multi storeied building.

12.3. Validity of Insurance : Neither the Land Owners nor the Transferees shall do or cause to be done any act or thing may render and voidable insurance of the said Multi Storeied Building and shall keep the other occupiers harmless and indemnified from and against the consequences of any breach.

12.4. No Obstructions of Common Protions : Neither the Land Owner nor the Transferees shall make any obstruction in the lobbies, staircases, corridors or at other places of common use and enjoyment in the said multi storied building.

12.5. Cleanliness : Neither the Land Owner nor the Transferees shall throw or accumulate any dirt, rubbish or waste in or within the premises of the said Multi-storied building.

12.6 Right to Entry : For the purpose of enforcing the common restrictions and ancillary purposes and /or the purpose for repairing, maintaining, cleaning or any act for keeping the building habitable condition, the Land Owner or the Transferees shall permit the Developer / Association to into all the units and every part thereof.

13. Land Owner's Obligations :

13.1. No obstructions in dealing with Developer's Allocation : Not to do any act or thing whereby the Developer may be prevented from selling or disposing any part or portion of the Developer's Allocation.

13.2. No Obstruction in Construction : Not to cause any interference or hindrance in the construction of the said Multi-storeyed building.

13.3. No Alteration of Structure : Not to demand or cause any alterations to be made in the sanctioned Plan and structure of the said building.

13.4. No Dealing with the Property : Not to enter into any agreement for sale or other kind of transfer or development in respect of the SAID LAND.

13.5. Marketable Title : The Land Owners have a clear & marketable title to the SAID LAND and every part thereof.

14. Developer's Obligations :

14.1 Time of Completion : the Developer shall complete the construction of the said Multi-Storeyed Building within **42 Months** from the date of execution of this indenture for construction of **G+4 Storeyed** Building and if the Developer shall be able to obtain necessary sanction for extension of additional floors above the said G+4 Storeyed Building, then the Land Owner will extend the time for the construction and the period in months will be decided under negotiation by both the parties, subject to the Force Majeure reasons, mentioned in the Clause No. 19 below which is beyond the control of the Developer.

14.2. Completion Certificate : The Developer shall apply for and obtain Completion Certificate of construction of the Building on the said Land, as be deemed expedient by the Developer.

14.3. No Violation of Law : The Developer hereby agrees & covenants with the Land Owners not to violate or contravene any of the provisions of the rules applicable for construction of the said building.

15. Land Owner's Indemnity :

Title : The Land Owner shall always be bound for giving good and marketable title to the Developer and the Transferees and he doth hereby indemnify and agree to keep indemnified the Developer and the Transferees in this context.

16. Developer's Indemnity : Third Party Claim : The Developer hereby undertakes to keep the Land Owner indemnified against all Third Party claims and actions, suits, cost and proceeding arising out of any act on the part of the Developer in respect of development of the SAID LAND.

17. Miscellaneous :

17.1. No Partnership : The Land Owners and the Developer have entered into this Agreement as a contract basis and not to be deemed or constituted as a partnership between the Parties in any manner.

17.2. Additional Authority : To facilitate the uninterrupted construction of the said project, the Developer shall require various acts, deeds, matters may not specified herein, those will be done by further authorization by the Land Owners provided such all acts must not infringe the right or interest of the Land Owners.

17.3. Taxation : The Land Owner shall not be liable for any Income Tax, Wealth Tax, Sales Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same. Similarly,

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The Developer shall not be liable for any Income Tax, Wealth Tax, Sales Tax, or any other taxes in respect of the Land Owner's Allocation and the Land Owner shall be liable to make payment of the same.

17.4. Name of the Building : Shall be decided solely by the Developer herein.

18. Defaults :

18.1. Defaults of Owner : In the event of the Land Owner fail and /or responsible to clear pending Bank / Private Loan in respect of the said Project or any part thereof before cancellation of this Development Agreement and in that case the Developer will not be liable for circumstances whatsoever.

18.2. Defaults of Developer: In the event of the Developer fails and /or neglects to perform any of its obligations under this Agreement, the Developer shall be liable for the losses and damages suffered by the Land Owners for such non-performance.

18.3. Bank/Private Loan : The Developer herein solely be liable or responsible to clear pending bank/private loan if any, in respect of the said project before handing over the Owner's Allocation. In this regard, the Owner shall not be liable for repayment of the said loans.

19. Force Majeure :

19.1. Meaning : Force Majeure shall mean rain, flood, earthquake, riot, war, storm, tempest and other natural calamities, civil commotion, strike and decision of authority or any other event beyond the control of the Parties.

19.2. No Liability : The Parties hereto shall not be considered to be liable for any obligation hereunder to extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure.

20. Assignment : The Developer shall have exclusive power to assign its every right, title and interest in respect of the SAID LAND to be created under this Agreement to any third party without consent of the Land Owner.

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21. Arbitration :

21.1. Arbitral Tribunal : Disputes arising out of this Agreement shall be referred to the sole arbitration of such person as be mutually decided. The Tribunal consisting of 3 persons i. e. 1 appointed by the Owners, 1 by the Developer and third by the first two appointees ( collectively Arbitral Tribunal ) being a reference within the meaning of the Arbitration & Conciliation Act , 1996.

21.2. Mechanism and Procedure : Language, procedure and type of award shall be decided by the Sole Arbitrator / Arbitral Tribunal. The Venue shall be within the District of North 24 Parganas. The award shall be final and binding on parties.

21.2. Jurisdiction : District Judge : In connection with the aforesaid proceedings, only the District Judge having territorial jurisdiction over all actions and proceedings.

THE FIRST SCHEDULE : ABOVE REFERRED TO :  
[ THE SAID LAND ]

ALL THAT a piece & parcel of Danga land measuring an area about 35 Decimal more or less as per 1.0000 Share out of 35 Decimal comprised in R. S. & L. R. Dag No. 408 under L. R. Khatian No. 158/1 at Mouza- OMARHATI, J.L No - 41, P. S.- Rajarhat, within the local limits of Rajarhat Bishnupur- II - Gram Panchayat, within the jurisdiction of A. D. S. R. - Rajarhat in the District of North 24 Parganas, which is butted and bounded as follows:

ON THE NORTH: Land R. S. & L. R. Dag No. 409.

ON THE SOUTH : 30 - 0 Feet Wide Panchayat Road.

ON THE EAST : Land R. S. & L. R. Dag No. 730.

ON THE WEST: Land R. S. & L. R. Dag Nos. 383 & 384.

THE SECOND SCHEDULE : ABOVE REFERRED TO :

[ LAND OWNER'S ALLOCATION ]

The Developer shall, at its own costs & expenses, construct, finish, complete and deliver the entitlement share to the Land Owner and its undisputed possession of **i) 40% of the Constructed Area in the G+4 Storeyed Building as per Sanction Plan** and if extends **ii) 38% of the Constructed Area in the Extended Floors as per Re-sanction or Revised Plan** out of/within the constructed area of the proposed Multi-storeyed Building to be erected on the SAID LAND, in habitable condition. It is clarified that the Land Owner's Allocation shall include proportionate undivided, impartible and indivisible share in the common areas, space, amenities and facilities available in the said multi-storeyed building such as paths, passages, stairways, electric meter-room, pump-room, underground reservoir, overhead tank, water pump & motor, drainage & sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the said multi-storeyed building.

THE THIRD SCHEDULE : ABOVE REFERRED TO :

[ DEVELOPER'S ALLOCATION ]

The Developer shall be fully and completely entitled to get the **i) 60% of the Constructed Area in the G+4 Storeyed Building as per Sanction Plan** and if extends **ii) 62% of the Constructed Area in the Extended Floors as per Re-sanction or Revised Plan** out of/within the constructed area of the proposed Multi-storeyed Building comprising of common areas comprised of above and other common areas comprising of the said building and open spaces of the SAID LAND. It is clarified that the Developer's Allocation shall include proportionate undivided, impartible and indivisible balanced share in (1) the Common Portions and / or Areas and ( 2 ) the land contained in the SAID LAND.



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THE FOURTH SCHEDULE : ABOVE REFERRED TO :  
[ SPECIFICATION OF CONSTRUCTION ]

Structure : R.C.C. framed structure with brick wall and both side cement plastering.

Internal Wall : Plaster of Paris or Putty.

All Floor Vitrified Tiles.

Stair Landing & Lift : Marble with 4" high skirting. Lift of any reputed company.

Top of Roof : Damp proof mosaic casting.

Flooring : Rooms, Drawing and verandah - Ceramic Tiles.

Kitchen & Bathroom - Ceramic Tiles.

Kitchen : Black granite, polished counter top with 2 Ft. high ceramic tiles.

Stainless steel water sink.

Door : Entrance door with seasoned wood with wooden panel.

Others : Wooden framed enamel painted flush doors.

Windows : Aluminium window with glass.

Bathroom : Ceramic Tiles for flooring.

Ceramic tiles up to door height.

Standard Sanitary ware.

Standard CP Fittings.

Electrical points for geyser and exhaust fan.

Electrical : Concealed copper wiring, semi-modular switches of reputed brands.

Lift: Lift with advanced technology.

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: 18 :

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

SIGNED, SEALED AND DELIVERED

in Kolkata in the presence of :

WITNESSES:

1. *Lakib Hossain*  
*of Omashati*  
*P.S. - Rajarhat*  
*Kolkata - 700135*

2. *Latif Uddin Molla*  
*Omashati*  
*Rajarhat*  
*Kol - 700135*

*Mr. Fakir Hossain alias*

*Mr. Fakir Hossain Molla*

SIGNATURE OF THE LAND OWNER

SRISAI HOME DEVELOPERS PRIVATE LIMITED

*Pallu Kumar Maiti*  
Managing Director

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY :

*Faridul Islam*

FARIDUL ISLAM  
ADVOCATE  
DISTRICT JUDGES COURT  
BARASAT, NORTH 24 PGS

REGN. NO.- *WB/1743/2011*

Typed By:

*N.B.B.*

Neha LaserPrint /Rajarhat

R E C E I P T

The Land Owner herein has received a sum of **Rs. 10,00,000/-** ( Rupees Ten Lac ) only from the Developer herein as the refundable money on the day of execution of this indenture as per Memo below :

MEMO OF DOWN PAYMENT / REFUNDABLE AMOUNT :

Paid by--

Date    Mode of Payment    Number    Bank & Branch    Amount (Rs.)  
22/11/2021... Cash ..... **Rs. 2,00,000/-**

07/12/2021...Cheque.....000540..... ICICI Bank, . . . **Rs. 4,00,000/-**  
VIP Road Branch,

07/01/2022...Cheque.....000549..... ICICI Bank, . . . **Rs. 4,00,000/-**  
VIP Road Branch,

Total .....Rs. 10,00,000/-

( Total Rupees Ten Lac ) only.

WITNESSES:

1. *Lakib Hossain*  
*of Omashati*  
*P.S. - Rajarhat*  
*Kolkata - 700135*
2. *Latif Uddin Molla*  
*Omashati*  
*Rajarhat*  
*Kol - 700135*

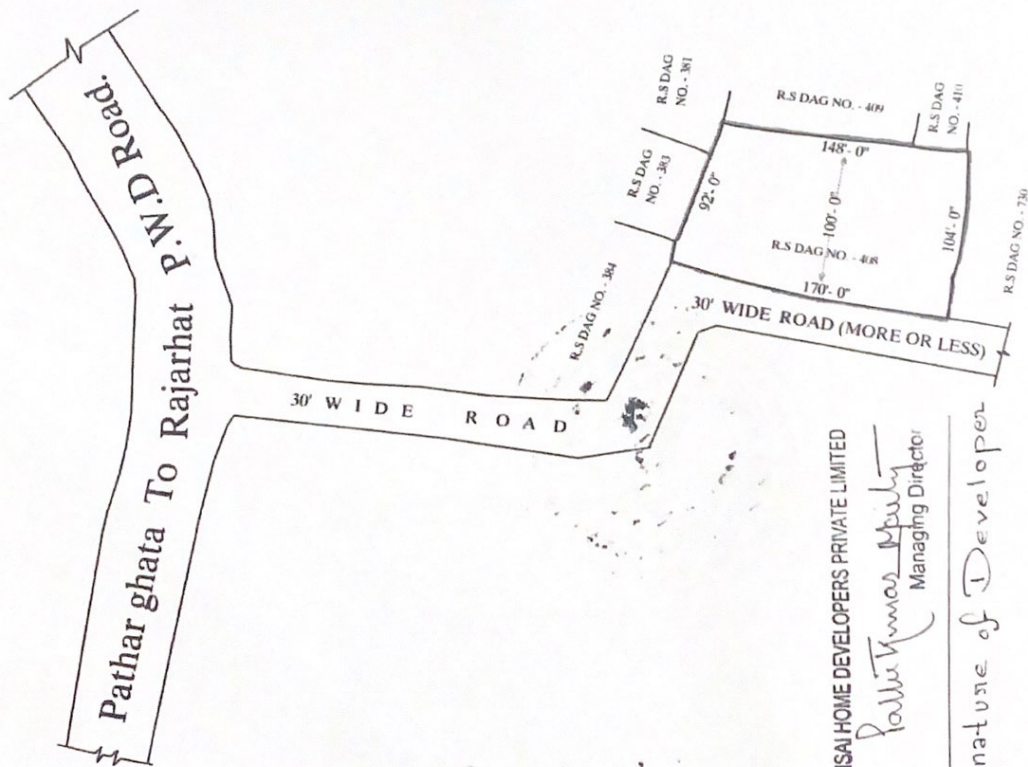
*Md. Jakir Hossain alias*

*Md. Jakir Hossain Molla*

SIGN. OF THE LAND OWNER

**SITE PLAN FOR R.S DAG NO. 408, R.S. KHATIAN NO. - — , L.R KHATIAN NO. - 158/1, AT MOUZA - UMARHATI, J.L NO.- 41, UNDER RAJARHAT BISHNUPUR NO. - II GRAM PANCHAYET. IN P.S.- RAJARHAT, DIST. - NORTH 24 PARGANAS. SCALE 1:1 (FEET)**

Schedule Land 35 Decimal (More or Less)



*Md. Fakir Hossain alias*  
*Md. Fakir Hossain Mulla*  
Signature of Owner

SRISAI HOME DEVELOPERS PRIVATE LIMITED

*Rabul Khasan Mubty*  
 Managing Director

Signature of Developer


Surveyed By:  
 Md. Subid Ali  
(Surveyor)

SIGNATURE OF THE  
PRESENTANT /  
EXECUTANT / SALLER/  
BUYER/CAIMENT  
WITH PHOTO

# UNDER RULE 44A OF THE I.R. ACT 1908

N.B. -


LH BOX- SMALL TO THUMB PRINTS  
R.H. BOX - THUMB TO SMALL PRINTS

 <i>P. Kumar Maity</i> <i>P. Kumar Maity</i>	LH					
	RH.					

SRISAI HOME DEVELOPERS PRIVATE LIMITED

ATTESTED :-

*P. Kumar Maity*  
Managing Director

 <i>Md. Jakir Hossain</i> <i>Md. Jakir Hossain</i>	LH					
	RH.					

ATTESTED :-

*Md. Jakir Hossain*  
*Md. Jakir Hossain*

PHOTO	LH.					
	RH.					

ATTESTED :-



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
GRIPS eChallan

GRN Details

GRN: 192021220135594031 Payment Mode: Online Payment  
GRN Date: 14/12/2021 16:53:50 Bank/Gateway: State Bank of India  
BRN : CKS2407200 BRN Date: 14/12/2021 16:12:25  
Payment Status: Successful Payment Ref. No: 3002541797/4/2021  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: SRISAI HOME DEVELOPERS PVT LTD  
Address: NEWTOWN SQUARE UNIT 6A2  
Mobile: 9836490453  
Depositor Status: Buyer/Claimants  
Query No: 3002541797  
Applicant's Name: Mr FARIDUL ISLAM  
Identification No: 3002541797/4/2021  
Remarks: Sale, Development Agreement or Construction agreement Payment No 4

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	3002541797/4/2021	Property Registration- Stamp duty	0030-02-103-003-02	6021
2	3002541797/4/2021	Property Registration- Registration Fees	0030-03-104-001-16	10021
			<b>Total</b>	<b>16042</b>

IN WORDS: SIXTEEN THOUSAND FORTY TWO ONLY.

### Major Information of the Deed



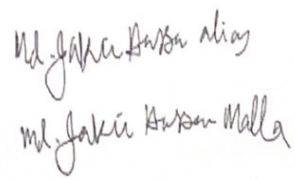
Deed No :	I-1523-00966/2022	Date of Registration	20/01/2022
Query No / Year	1523-3002541797/2021	Office where deed is registered	
Query Date	06/12/2021 10:16:34 PM	1523-3002541797/2021	
Applicant Name, Address & Other Details	FARIDUL ISLAM BARASAT,Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 9163007800, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 56,52,990/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 10,021/- (Article:E, E, B)		
Remarks			

### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-II, Mouza: Omarhati, JI No: 41, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details	
L1	LR-408 (RS :- )	LR-158/1	Bastu	Danga	35 Dec	1/-	56,52,990/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>35Dec</b>	<b>1 /-</b>	<b>56,52,990 /-</b>	

### Land Lord Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr MOHAMMAD JAKIR HOSSAIN, (Alias: Md JAKIR HOSSAIN MOLLA)</b> Son of Late MANIRUDDIN MOLLA Executed by: Self, Date of Execution: 20/01/2022 , Admitted by: Self, Date of Admission: 20/01/2022 ,Place : Office			
		20/01/2022	LTI 20/01/2022	20/01/2022

, UMARHATI, City:- , P.O:- KASHINATHPUR, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Male, By Caste: Muslim, Occupation: Service, Citizen of: India, PAN No.:: ALxxxxxx0B, Aadhaar No: 24xxxxxxxx6064, Status :Individual, Executed by: Self, Date of Execution: 20/01/2022 , Admitted by: Self, Date of Admission: 20/01/2022 ,Place : Office

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>SRISAI HOME DEVELOPERS PRIVATE LIMITED</b> NEW TOWN SQUARE, ROOM NO - 5C1A, 5TH FLOOR, CHINARPARK, City:- , P.O:- R GOPALPUR, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 , PAN No.:: ABxxxxxx5L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr PALTU KUMAR MAITY (Presentant)</b> Son of Late ACHINTYA MAITY Date of Execution - 20/01/2022, , Admitted by: Self, Date of Admission: 20/01/2022, Place of Admission of Execution: Office			
		Jan 20 2022 1:15PM	LTI 20/01/2022	20/01/2022
	, E/G-6, GANGA APPT, SWAMIJI PALLY, 2ND ROW, SANNER PUKUR, Flat No: 2B, 1ST FLOOR, City:- , P.O:- JYANGRA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BAxxxxxx4J, Aadhaar No: 39xxxxxxxx9535 Status : Representative, Representative of : SRISAI HOME DEVELOPERS PRIVATE LIMITED (as MANAGING DIRECTOR)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr LAKIB HOSSAIN</b> Son of Md JAKIR HOSSAIN UMARHATI, City:- , P.O:- KASHINATHPUR, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135			
	20/01/2022	20/01/2022	20/01/2022
Identifier Of Mr MOHAMMAD JAKIR HOSSAIN, Mr PALTU KUMAR MAITY			

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Mr MOHAMMAD JAKIR HOSSAIN	SRISAI HOME DEVELOPERS PRIVATE LIMITED-35 Dec