

5589/25

2-04765/25



पश्चिम बंगाल WEST BENGAL

37AA 743768

1
28/04/25

2/1134276/25

*Justified that the Document is admitted to
Registration The Signature Sheet and the
endorsement sheet attached to this document
are the part of this document*

*Additional Registrar
of Assurances II Kolkata*

26 APR 2025



ADDITIONAL REGISTRAR OF
ASSURANCES-II, KOLKATA

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 28th day of
April, Two Thousand and Twenty Five (2025)

BETWEEN

29526

28 MAR 2025

No.....Rs.-20/- Date.....

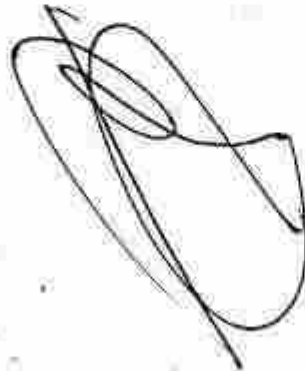
Name:-K. P. Majumder
Advocate

Address:-High Court, Calcutta
Alipore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol-27



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

28 APR 2025

M/S. BGA REALTORS, PAN - AAHFB6714F, a registered Partnership Firm, having its Principal Office at P-399, Hemanta Mukhopadhyay Sarani, P.S. - Lake, P.O. - Sarat Bose Road, Kolkata - 700 029, being represented by one of its Partners, **SHRI RAJIB GHOSE, PAN - AJVPG5686J**, son of Late Bimalendu Ghose, by faith - Hindu, by occupation - Business, residing at P-399, Hemanta Mukhopadhyay Sarani, P.S. - Lake, P.O. - Sarat Bose Road, Kolkata - 700 029, District - 24 Parganas (South), West Bengal, hereinafter referred to as the **LAND OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to include its successor or successors-in-interest nominee or nominees and assign or assigns) of the **FIRST PART**:

AND

K.J. REALINFRA (P) LTD, PAN - AAECK3336L, a Company incorporated under the companies Act, 1956 having its Registered office at No. 19, Lake Avenue (Ft. Lt. Tapan Chowdhury Avenue), P.S. - Tollygunge, P.O. - Sarat Bose Road, Kolkata - 700 026, Dist. - South 24-Parganas, West Bengal, being represented by its Director, **SHRI JOYDEEP MAJUMDER, PAN - AEWPM7393E**, son of Late Manik Majumder, by Nationality - Indian, by faith - Hindu, by Occupation - Business, residing at 66, Humayan Kabir Sarani, P.S. & P.O. - New Alipore, Kolkata - 700 053, Dist. - South 24-Parganas, West Bengal, hereinafter referred to as **"THE DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context and/or meaning thereof be deemed to mean and include its successor or successors-in-office, lawful representative, nominee or nominees and assign or assigns) of the **SECOND PART**:

AND

URBANLITE REALITY LLP, PAN - AAIFU0748F, a body corporate formed and incorporated under the Limited Liability Partnership Act, 2008 having its registered Office at Holding Premises No. N/12, J.N. Avenue, Durgapur, P.O. - Amarabati, P.S. - New Township, District- Paschim Bardhaman, West Bengal, PIN - 713214 and represented by one of its Designated Partner, **MR. GANESH YADAV, PAN- AFLPY9050Q**, son of Jiban Yadav, by Nationality -

Indian, by faith - Hindu, by occupation - Business, residing at Village-Bargaria, P.S. - Durgapur, P.O. - Dhabani, PIN - 713 205, Dist. - Paschim Bardhaman, West Bengal, hereinafter referred to and called as "**THE CO-DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office, executors, Administrators, Legal Representatives and assigns) of the **THIRD PART**:

AND

M/S. JOY MAJUMDER & CO., a proprietorship concern, having its office at No. 19, Lake Avenue (Ft. Lt. Tapan Chowdhury Avenue), P.S. - Tollygunge, P.O. - Sarat Bose Road, Kolkata - 700 026, Dist. - South 24-Parganas, West Bengal, represented by its proprietor, **SHRI JOYDEEP MAJUMDER**, PAN - **AEWPM7393E**, son of Late Manik Majumder, by Nationality - Indian, by faith - Hindu, by Occupation - Business, residing at 66, Humayan Kabir Sarani, P.S. & P.O. - New Alipore, Kolkata - 700 053, Dist. - South 24-Parganas, West Bengal, hereinafter referred to as "**THE CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the subject or context and/or meaning thereof be deemed to mean and include its successor or successors-in-office, lawful representative, nominee or nominees and assign or assigns) of the **FOURTH PART**:

(THE LAND OWNER/VENDOR, THE DEVELOPER, THE CO-DEVELOPER and THE CONFIRMING PARTY hereinafter are collectively referred to as the Parties hereto.

DEVOLUTION OF TITLE

WHEREAS

A. The **LAND OWNER/VENDOR** that is the **FIRST PART** herein has acquired owned seized possessed of and/or otherwise is well and sufficiently

entitled to solely sufficiently perfectly and absolutely by purchase duly by several registered deeds-of-conveyance, clearly and chronologically mentioned hereunder particularly in "**Schedule : A**", **ALL THAT** the pieces and parcels or plots of land comprised in **(1)** R.S. Dag No. 614 appertaining to R.S. Khatian No. 78, corresponding L.R. Dag No. 1124 appertaining to L.R. Khatian No. 2665, containing an area by estimation 202 Decimals be the same a little more or less out of total area being 296 Decimals, **(2)** R.S. Dag No. 615 appertaining to R.S. Khatian No. 76, corresponding L.R. Dag No. 1125 appertaining to L.R. Khatian No. 2665, containing an area by estimation 145 Decimals be the same a little more or less out of total area being 162 Decimals, **(3)** R.S. Dag No. 624 appertaining to R.S. Khatian No. 422, corresponding L.R. Dag No. 1105 appertaining to L.R. Khatian No. 2665, containing an area by estimation 54 Decimals be the same a little more or less out of total area being 54 Decimals, **(4)** R.S. Dag No. 658 **(5)** R.S. Dag No. 660 appertaining; both corresponding to L.R. Dag No. 1131 appertaining to L.R. Khatian No. 3436, containing an area by estimation 4 Decimals be the same a little more or less out of total area being 50 Decimals, **(6)** R.S. Dag No. 661, corresponding L.R. Dag No. 1132 appertaining to L.R. Khatian No. 3436, containing an area by estimation 3 Decimals be the same a little more or less out of total area being 7 Decimals and **(7)** R.S. Dag No. 662, corresponding L.R. Dag No. 1130 appertaining to L.R. Khatian No. 3436, containing an area by estimation 17 Decimals be the same a little more or less out of total area being 43 Decimals, thus, altogether, an area admeasuring more or less 4 Acres 15 Cottahs 12 Chittacks 8.6 Square Feet, all lying and situate at Mouza Dhandabag, Old J.L. No. 66, Present J.L. No. 118, under Police Station: Durgapur, falls within the Local Limit of Durgapur Municipal Corporation, District: previously Burdwan and presently Paschim Bardhaman, hereinafter referred to as "**said entire land under purchase of the LAND OWNER/VENDOR**".

B. Subsequently, the **LAND OWNER/VENDOR** that is the **FIRST PART** herein by a Deed of Gift dated 13/11/2009, registered with the ADSR Durgapur and recorded in Book No. 1, Volume No. 18, Pages from 279 to 285, being No. 6817 for the year 2009, conveyed transferred assured and

assigned unto and in favour of the Durgapur Municipal Corporation a piece and parcel or plot of land comprised in R.S. Dag No. 614 appertaining to R.S. Khatian No. 78, corresponding L.R. Dag No. 1125 under L.R. Khatian No. 2665, containing an area approximately 6.5 Cottahs out of total area being 296 Decimals, lying and situated at Mouza: Dhandabag, Old J.L. No. 66, Present J.L. No. 118, under Police Station: Durgapur, falls within the Local Limit of Durgapur Municipal Corporation, District: previously Burdwan and presently Paschim Bardhaman, hereinafter referred to as **"said land under gift"**, for the purpose of construction of a Overhead Water Tank for **"Sparklin Project"** along with its immediate vicinity with other terms and conditions, distinctly defined and contained in said deed of gift.

C. Thus the LAND OWNER/VENDOR that is the FIRST PART herein ultimately doth acquire own seize possess of and/or otherwise is well and sufficiently entitled to solely sufficiently perfectly and absolutely by purchase duly by several registered deeds-of-conveyance ALL THAT the pieces and parcels or plots of land comprised in (1) R.S. Dag No. 614 appertaining to R.S. Khatian No 78, corresponding L.R. Dag No. 1124 appertaining to L.R. Khatian No. 2665, containing an area by estimation 191.275 Decimals be the same a little more or less out of total area being 296 Decimals, (2) R.S. Dag No. 615 appertaining to R.S. Khatian No. 76, corresponding L.R. Dag No. 1125 appertaining to L.R. Khatian No. 2665, containing an area by estimation 145 Decimals be the same a little more or less out of total area being 162 Decimals, (3) R.S. Dag No. 624 appertaining to R.S. Khatian No 422, corresponding L.R. Dag No 1105 appertaining to L.R. Khatian No 2665, containing an area by estimation 54 Decimals be the same a little more or less out of total area being 54 Decimals, (4) R.S. Dag No. 658, (5) R.S. Dag No. 660 appertaining; both corresponding to L.R. Dag No. 1131 appertaining to L.R. Khatian No. 3436 , containing an area by estimation 4 Decimals be the same a little more or less out of total area being 50 Decimals, (6) R.S. Dag No. 661, corresponding L.R. Dag No. 1132 appertaining to L.R. Khatian No. 3436 , containing an area by estimation 3 Decimals be the same a little more or less out of total area being 7 Decimals, and (7) R.S. Dag No. 662, corresponding L.R. Dag No. 1130 appertaining to

L.R. Khatian No. 3436, containing an area by estimation 17 Decimals be the same a little more or less out of total area being 43 Decimals, thus, altogether, an area admeasuring 4 Acres 9 Cottahs 4 Chittacks 8.6 Square Feet, all lying and situate at Mouza Dhandabag, Old J.L. No. 66, Present J.L. No. 118, under Police Station: Durgapur, falls within the Local Limit of Durgapur Municipal Corporation, District: previously Burdwan and presently Paschim Bardhaman, hereinafter referred to as "**project land**", more fully and particularly described and mentioned in "**Schedule: B**" written hereunder free from all encumbrances, charges, mortgages, liens, lis pendens, tenancies, occupancies, leases, liabilities, acquisitions, requisitions, attachments, trusts of whatsoever nature.

D. The **LAND OWNER/VENDOR** that is the **FIRST PART** itself by deciding to develop, alone and independently the said project land into a **residential complex with multistoried buildings** (hereinafter referred to as "**Said Residential Complex**") naming the same "**SPARKLIN PROJECT**" (hereinafter referred to as "**Said Project**") **constructed exactly 7 (Seven) residential buildings** on or upon and/or or covering the part or portion i.e. well demarcated 25% of said project land in strict compliance of the sanctioned-buildings-plans, sanctioned duly vide **Plan No. CB/950/07 dated 16.09.2009** (designated it as "**SPARKLIN PROJECT Phase-I**", sanctioned by the concerned competent authorities in the Local Body and respective authorities-under the law or laws. Which is worth mentioning that during the period or under and/or by the said process or processes the **LAND OWNER/VENDOR** that is the **FIRST PART** herein completed and made ready for residential use 105 Apartments and sold transferred conveyed assured and assigned 35 Apartments out of the said 105 apartments in the "**SPARKLIN PROJECT Phase-I**" to the prospective purchasers or buyers that is presently respective apartment owners by causing due registrations of Deeds of Conveyance at different dates, the certified copies of which, as the **LAND OWNER/VENDOR** that is the **FIRST PART** herein has assured to hand over to the **CO-DEVELOPER** that is the **THIRD PART** herein simultaneously with execution of this supplementary

agreements and said deeds shall be permanently preserved validly and essentially being the Title Documents of the individual apartment owners.

E. Feeling definitely incapable to complete said residential complex or said project itself independently alone as he first so decided, the LAND OWNER/VENDOR that is the FIRST PART engaged and appointed the SECOND PART as THE DEVELOPER (for said project) for finishing the Project in the Land therein and The Fourth Part as the Confirming Party to sale of 70 odd Flats, 7 EWS units and car parking Spaces at the various blocks within the **SPARKLIN PROJECT Phase-I** as per the terms and consideration mentioned in the Agreement dated 7th April, 2011 and further another Agreement dated 19th July, 2011 and thereby for the furtherance of their understanding The First Part & Second Part duly executed a **Development Agreement dated 04.01.2013**, registered at the office of the Addl. Registrar of Assurances III, Kolkata and recorded in Book No. I, Volume No. 1, Pages 1255 to 1279 being Deed No. 00076 for the year 2013 (hereinafter referred to as "**said mother Development Agreement**") thereby the parties in said mother development agreement were agreed to abide by or comply with the respective terms and conditions, contained recorded and/or set out thereof duly particularly on or upon the consent and agreement of the parties therein. The **said mother Development Agreement** naturally, is treated and shall be treated permanently and forever as the part and parcel of this Supplementary Development Agreement meaningfully and essentially.

F. Thereafter the LAND OWNER/VENDOR that is the FIRST PART, executed one Power of Attorney **dated 17.06.2015**, registered at the office of the Addl. Registrar of Assurances III, Kolkata and recorded in Book No. IV, Volume No. 1903-2015, Pages 12562 to 12588 being Deed No. 190303195 for the year 2015 in favour of SECOND PART being represented by its Director Shri Joydeep Majumder for the purpose of representing the Principal therein for all matters in respect of the agreements executed between principals, stated in the Clause E above.

G. The **SECOND PART** herein meanwhile, obtained by due processes of law and laws due permissions and no-objections from the concerned respective competent authorities in the departments under the Government of West Bengal (hereinafter referred to as "**the state government**", Local Body and Bodies, other authorities, duly and statutorily established some of which are inter alia as follows that is, (1) conversion of or for said project land by the state government and the Local Body, (2) Fire NOC, (3) Forest NOC, (4) Electrical NOC, (5) Aviation NOC, (6) Pollution NOC, (7) Water NOC, (8) Sanctioned Building Plan from the Durgapur Municipal Corporation for **SPARKLIN PROJECT Phase-I**. However for properly rather perfectly completion of **SPARKLIN PROJECT Phase-II** particularly relating to or involving specially 05 Blocks of Residential Building as per Sanction Plan if any statutory formalities yet to complete or approvals required to be obtained from concerned statutory authorities in that case or event necessary steps shall be taken to achieve successfully by the **CO-DEVELOPER/THIRD PART** on its own cost and expense.

H. During the period of development of said project by the **SECOND PART** herein in the manner as aforesaid it developed further, the remaining part of SPARKLIN PROJECT Phase-I in strict compliance of the sanctioned-buildings-plans, sanctioned duly vide Plan No. CB/950/07 dated 16.9.2009, and, as part of such development of said project and the **SECOND PART** made ready for residential use 105 apartments plus 7 E.W.S. in the SPARKLIN PROJECT Phase-I, and sold transferred conveyed assured and assigned said 97 apartments to the prospective purchasers/buyers that is presently respective apartment owners by registered deeds of conveyance at different dates, the certified copies of which, as the **SECOND PART** herein has assured to hand over to the **CO-DEVELOPER** that is the **THIRD PART** herein as and where if needed in relation to this Supplementary Development Agreement and **said deeds** Certified Copies shall be permanently preserved by/with the apartment owners' association which duly shall be established or formed. Since the responsibility to complete said 05 blocks of Residential Building of Sparklin Phase-II project perfectly has been vested solely upon the **CO-DEVELOPER** that is the **THIRD PART**

naturally certified copies of all deeds, documents and relevant records relating to the project properly shall be handed over by the **DEVELOPER** that is the **SECOND PART** to the **CO-DEVELOPER** simultaneously with the execution of this Supplementary Development Agreement save and except the original title deeds, documents, relevant records relating to the project and this Supplementary Development Agreement will always remain with the Developer to be exhibited upon requirement and/or the copies of the same be provided to the Banks or Financial Institutions when such demands may be raised (if any) by the Banks or Financial Institutions for providing project Loan to the **CO-DEVELOPER** 05 Blocks of Residential Building in the Sparklin Phase-II Project, through registered Mortgage Deed only. Project essential documents including Building Sanction Plans, ADDA NOC, Forest NOC, Electrical NOC, Pollution NOC, Fire NOC and Aviation NOC will be handed over to the **CO-DEVELOPER** that is the **THIRD PART** receiving of the originals through issue of receipted copies will be provided to the **DEVELOPER** that is the **SECOND PART**, in order to commence the constructional work smoothly. This Supplementary Development Agreement and Power of Attorney will be kept in the custody of the **DEVELOPER** that is the **SECOND PART** at Durgapur, West Bengal for convenience of the **CO-DEVELOPER** that is the **THIRD PART** for smooth operation.

I. Now **THE DEVELOPER** the **SECOND PART** herein decided to appoint **THE CO-DEVELOPER** the **THIRD PART** herein for developing, construction, marketing and sale of the Residential Portion allotted to the **CO-DEVELOPER** of **SPARKLIN PROJECT Phase-II** along with official consent from **THE LAND OWNER/VENDOR** the **FIRST PART** herein who has already received their entire consideration from **THE DEVELOPER** in due course of time as per the said mother Development Agreement and in Addition for accepting the Co-Developer in this Agreement and for Executing an additional Registered Power of Attorney specifically for the Residential Units allotted to the Co-Developer as more fully mentioned here in after and in the said Power of Attorney Registered along with this Co-Development Agreement a sum of Rs. 40,00,000/- only paid by **THE DEVELOPER** the **SECOND PART** to the **LANDOWNER/VENDOR** the **FIRST PART** and the

CO-DEVELOPER that is the THIRD PART has no interest in any manner whatsoever or howsoever therein. Further it is recorded that since the CO-DEVELOPER or the THIRD PART was not involved in any manner in the Sparklin Phase-I, therefore the CO-DEVELOPER shall not be responsible or held liable for any disputes, defects, litigations of any nature of said Phase-I Project which falls within sole responsibility of the LAND OWNER that is the FIRST PART and the DEVELOPER that is the SECOND PART and they shall meet up all disputes and litigations thereof by bearing entire costs and expenses.

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

1. DEFINITIONS:

Unless in this Agreement there is something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ACT OR ACTS: shall mean the all relevant laws, regulations, bye laws and statutes as applicable and enforceable for the time being along with the respect rules, framed there under and shall further be acted by due processes of law and accordingly shall be applicable and enforceable being relevant for the said project including the **Real Estate (Regulation and Development) Act, 2016** with the amendments and substitutes thereof together with all rules, regulations, and bye laws in respect thereof.

ADVOCATE: shall mean the person or persons who shall be appointed separately by the DEVELOPER the SECOND PART to deal all legal matters interalia deal all the conveyance, transfer, sale, exchange,

together with registration of all such documents, deeds etc. in connection with the project for all the **DEVELOPERS** proportionate and allocation under this Supplementary Development Agreement as outline in the attached drawing of the entire project Sparklin. Similarly the **CO-DEVELOPER** the **THIRD PART** shall appoint legal person or persons to deal all legal matters interalia deal all the conveyance, transfer, sale, exchange, together with registration of all such documents, deeds etc. in connection with the project for all the **CO-DEVELOPER's** proportionate and allocation under this Agreement.

ARCHITECT: Shall mean the duly qualified Architect who shall be engaged or appointed by the **CO-DEVELOPER** the **THIRD PART** for the new 05 Blocks of Residential Buildings of **SPARKLIN PROJECT Phase-II** absolutely with joint consent of both parties.

ASSOCIATION: shall mean any company incorporated under the Companies Act, 2013 or any Association under the West Bengal Apartments' Ownership Act, 1972 or a Committee as may be formed by equal initiative and responsibility the **DEVELOPER** the **SECOND PART** and the **CO-DEVELOPER** the **THIRD PART** for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary not inconsistent with the provisions and covenants herein contained.

SPARKLIN PHASE - I: shall mean the **constructed exactly 7 (Seven) residential buildings** on or upon and/or or covering the part or portion i.e. undemarcated 25% of said project land on eastern side designated it as "**SPARKLIN PROJECT Phase-I**" and clearly shown in the attached drawing plan of the total project.

SPARKLIN PHASE - II: shall mean the **exactly 5 (Five) residential**

buildings consisting of 1 number of B+G+15 building bearing block No 08 and 04 numbers of B+G+14 buildings bearing Block Nos. 09, 10, 11 & 12 along with the sanctioned Car Parking Spaces amongst spaces for Other Uses or utilization falls within commitment and assurances except the space for the Commercial Building, as shown in the attached drawing, all to be constructed on or upon and/or or covering the part or portion i.e. undemarcated land appurtenant to these 5 blocks under this Supplementary Development Agreement in proportional share mentioned hereunder particularly in "**Schedule : A**" designated it as "**SPARKLIN PROJECT Phase-II**".

CAR PARKING SPACE: shall mean the spaces in the portions of the ground floor level and/or basement whether open or covered, of the New Buildings/Project to be constructed within the Residential portion of the land appurtenant to these 5 Blocks under this Supplementary Development Agreement in proportionate share of the total said undivided share in the land pertaining to Sparlin Phase-II and as more clearly shown in the Total Project Plan of Sparlin save and /except excluded is that portion of Commercial Building space which is clearly demarcated and allotted to the Residential Portion herewith as part of this Agreement which expressed or intended to be reserved for parking of motorcars/two wheelers.

COMMON AREAS AND FACILITIES: shall mean and include the Common Areas and Facilities as described in the "**Schedule : D, Part - I**" written here under and corridors, hallways, stairways, internal and external passages, passage-ways, pump house, garage and basement, easement right over the ultimate roof for repairs only, excluding the signage, for the project and other spaces to be reserved by the **DEVELOPER & CO-DEVELOPER** that is the **SECOND & THIRD PART**, overhead water tank, water pump and motor, driveways, common lavatories, Generator, Fire Fighting systems and other facilities in the

New Buildings/Project that is the new 05 Blocks of Residential Buildings of **SPARKLIN PROJECT Phase-II** which may be decided by the CO-DEVELOPER that is the THIRD PART in its sole discretion and costs provided by the CO-DEVELOPER that is the THIRD PART and required for establishment, location, enjoyment, provisions, maintenance and/or management well as other services of the New Buildings/Project that is the new 05 Blocks of Residential Buildings of **SPARKLIN PROJECT Phase-II** would be decided jointly by the DEVELOPER and the CO-DEVELOPER. However the maintenance and/or management of the Common Areas and Facilities, including the pathways and internal roads and other portions within the Sparklin Project which shall remain for the common use of all residents/flat owners within the Sparklin Project including the Sparklin Phase-I and Sparklin Phase-II and the Commercial Block and shall be the responsibility of the maintenance Agency which shall be engaged or appointed by the Management Body or the Association of Apartment Owners Within the Sparklin Project.

OTHER AMENITIES: shall mean and include the Amenities as described in the "**Schedule : D, Part - II**" written here under to be used for the utility and recreation of the residents within the **SPARKLIN PROJECT** and any others, including but not limited to, a swimming pool, gym, club, community hall, and other recreational facilities that shall be developed by the CO-DEVELOPER that is the THIRD PART as well as maintained, and managed by the CO-DEVELOPER that is the **Third Part** on the designated land. The right of ownership and control over such Amenities shall vest exclusively with the CO-DEVELOPER that is the THIRD PART. The Amenities shall be deemed as shared infrastructure for the common use and benefit of all residents of the **SPARKLIN PROJECT** and any others. However, the use of these Amenities shall be subject to the payment of maintenance and usage fees as determined and fixed by the CO-DEVELOPER that is the THIRD

PART or its engaged and appointed Management Agency from time to time which shall be uniform for all unit owners in Phase - I & II. The access to and usage of the Amenities by the residents shall be strictly contingent upon the timely payment of such maintenance and usage fees. The **Co-Developer** that is the **Third Part** reserves the right to deny access to the Amenities for any resident who fails to comply with this payment obligation.

COMMON EXPENSES: shall mean and include all expenses as described in the "**Schedule- E**" written here under for maintenance, management, upkeep and administration of the Common Areas and Facilities of the New Buildings/Project to be constructed within the Residential portion of the land appurtenant to these 5 Blocks under this Supplementary Development Agreement in proportionate share undivided share allotted to Sparklin Phase-II as well as the Other Amenities to be developed on the designated land within **SPARKLIN PROJECT** save and except the Areas as clearly demarcated as segregated for the Commercial Block and shown in the Plan attached with this Co-Development Agreement as apart of the same of the total said land and for rendition of common services in common with the Co-transferees and all other expenses for the common purpose as maybe decided by the **CO-DEVELOPER** that is the **THIRD PART** to be contributed, borne, paid and shared by the co-transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Association. However the expenses for the maintenance, management, upkeep and administration of the Common Areas and Facilities as well as the Other Amenities, including the pathways and internal roads of the other portions within the Sparklin Project which shall remain for the common use of all residents/flat owners within the Sparklin Project including the Sparklin Phase-I, Sparklin Phase-II and the Commercial Block and the same shall be the shared responsibility

on Pro-Rata basis of co-transferees or apartment /unit/spaces owners.

COMMON PURPOSES: shall mean and include the purpose of managing, maintaining the New Buildings/Project to be constructed within the portion of the land appurtenant to these 5 Blocks under this Supplementary Development Agreement in proportionate share undivided share allotted to Sparklin Phase-II save and except the Areas as clearly demarcated as segregated for the Commercial Block and shown in the Plan attached with this Supplementary Development Agreement as apart of the same of the total said land and the Project as a whole, in particular, the Common Areas, Facilities and Amenities, rendition of common services in common with the Co-transferees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Co-transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

DATE OF COMMENCEMENT OF LIABILITY OF CO-DEVELOPER that is the THIRD PART: shall mean the date on which the **CO-DEVELOPER** that is the **THIRD PART** takes actual physical possession of the areas appurtenant to the 05 Residential Blocks and takes delivery of all original Registered Mortgage Deed created for the purpose of raising construction Finance for the **CO-DEVELOPER** of the said undivided share save and except that area as clearly demarcated in the attached drawing as being Common and also all areas appurtenant to the Commercial Block and the Sparklin Phase - I and other relevant records and documents either original or certified copies in case or where original not possibly available in spite of having or discharging sincere and effective efforts for all areas pertaining to the Residential Blocks of Project Sparklin Phase-II and initiatives or taking steps or due actions of or by both **LAND OWNER/VENDOR** that is the **FIRST PART** and the **DEVELOPER** that is the **SECOND PART** above all upon

satisfactorily executions of, simultaneously, due registrations of both Supplementary Development Agreement and the Power-of-Attorney in the name of the nominee or nominees of the **CO-DEVELOPER** that is the **THIRD PART**, must be due processes of the respective law or laws. That apart, total satisfaction regarding or in respect of the title of the said project land and other legalities involving said project by proper and perfect verifications by the respective subject-experts, competent lawyers, reputed solicitors where **CO-DEVELOPER** that is the **THIRD PART**. So doth feel necessary and if any statutory formalities yet to be completed or approvals required to be obtained from concerned statutory authorities in that case or event necessary steps shall be taken to achieve successfully by the **CO-DEVELOPER** that is the **THIRD PART** and all cost and expenses shall solely borne by the **DEVELOPER** that is the **SECOND PART** provided it remains to the Developers responsibility prior to the sanction of plans. All post sanction duties and responsibilities and post project completion absolutely the cost and responsibility of the **CO-DEVELOPER**.

THE LAND OWNER/VENDOR that is the **FIRST PART'S** Allocation of 21 flats (as demarcated in attached schedule) is the property of the **DEVELOPER** as the Developer has fulfilled all its financial commitments for the entire project sparkling including Phase-I and II and the First Part (Owner) has acknowledged the same by signing this Agreement as per the terms of the original development agreement dated 04/01/2013 Registered in Book No. 1, Volume No.- 1, Page No.- 1255 to 1279, being Deed No. - 00076 for the year 2013 before the office of the Addl. Registrar of Assurance - III.

But for the Flat Owners in the buildings developed in the 25% undivided share and named as project Sparklin Phase-I of the said total land area which has been developed by the **FIRST PART** and the **SECOND PART** a clause mandatorily is accepted herein that for the proper upkeep maintenance of the specific and common parts in the

Total Project shall be written and executed as a separate agreement between the Owners of Units in Phase-I and the **CO-DEVELOPER**. Car Parking Spaces will be allocated as per the number of Units/Flats/Duplex and etc. in Ground and Basement Floor. The **DEVELOPER** that is the **SECOND PART** and the **CO-DEVELOPER** that is the **THIRD PART** will decide the allocation of Car Parking Spaces jointly.

FIRST PART'S Allocated Flats are :-

To the Land Owner (First Part) named herein Allocated Flats at Block- 08 (B+G+15)			
Flat No.-	Floor	Flat Type	Super Built-up Area (Sft.)
4A	4th Floor	3BHK	1300
10A	10th Floor	3BHK	1300
4B	4th Floor	3BHK	1420
10B	10th Floor	3BHK	1420
4C	4th Floor	2BHK	1030
10C	10th Floor	2BHK	1030
Total Allocation on Block-08			7500
Total Flat Units on Block-08			6

To the Land Owner (First Part) named herein Allocated Flats at Block- 10 (B+G+14)			
Flat No.-	Floor	Flat Type	Super Built-up Area (Sft.)
7A	7th Floor	3BHK	1300
7B	7th Floor	3BHK	1420

7C	7th & 8th Floor	Duplex	2060
13A	13th Floor	3BHK	1300
13B	13th Floor	3BHK	1420
Total Allocation on Block-10			7500
Total Flat Units on Block-10			5

To the Land Owner (First Part) named herein Allocated Flats at Block- 11 (B+G+14)			
Flat No.-	Floor	Flat Type	Super Built-up Area (Sft.)
10A	10th Floor	3BHK	1300
10B	10th Floor	3BHK	1420
7C	7th & 8th Floor	Duplex	2060
14A	14th Floor	3BHK	1300
14B	14th Floor	3BHK	1420
Total Allocation on Block-11			7500
Total Flat Units on Block-11			5

To the Land Owner (First Part) named herein Allocated Flats at Block- 12 (B+G+14)			
--	--	--	--

Flat No.-	Floor	Flat Type	Super Built-up Area (Sft.)
9A	9th Floor	3BHK	1300
9B	9th Floor	3BHK	1420
10B	10th Floor	3BHK	1420
13C	13th & 14th Floor	Duplex	2060
14A	14th Floor	3BHK	1300
Total Allocation on Block-12			7500
Total Flat Units on Block-12			5

THE DEVELOPER/SECOND PART's ALLOCATION: shall mean the total **75** numbers of Flats/Apartments including the Land Owner's Allotment (Vendor) herein as the consideration is fully paid to the Vendor by the Developer under the terms of the original Development Agreement and shall be sold and transferred vide the POA vested upon the Developer and the entire proceeds be collected by the Developer morefully tabulated herein along with their sanctioned or salable areas and/or spaces in the Residential portions of the New Buildings/Project that is the 05 Blocks of Residential Buildings of **SPARKLIN PROJECT Phase-2** to be constructed within the portion of remaining portion of the total said land by the **CO-DEVELOPER** that is the **THIRD PART TOGETHER WITH** the undivided, proportionate, impartibly proportionate part or share in the portion of the land appurtenant to these 5 Blocks under this Supplementary Development Agreement in proportionate share of the total said land AND the total **75** number of car parking spaces including the Land Owner's Allotment (Vendor) that is allocated against each of the **SECOND PART's** Allocated Flats at the Ground Level/Basement of the New Building(s) **TOGETHER WITH** the proportionate share in all Common Areas, Facilities and Amenities of

the said New Building (s) to be constructed within the portion of the land appurtenant to these 5 Blocks under this Supplementary Development Agreement in proportionate undivided share of land allotted to Sparklin Phase-II, excluding the area appurtenant to the Sanctioned Commercial Building. Car Parking Spaces will be allocated as per the number of Units/Flats/Duplex and etc. in Ground and Basement Floor. The **DEVELOPER** that is the **SECOND PART** and the **CO-DEVELOPER** that is the **THIRD PART** will decide the allocation of Car Parking Spaces jointly.

SECOND PART'S Allocated Flats are :-

To the Developer (Second Part) named herein Allocated Flats at Block- 08 (B+G+15)			
Flat No.-	Floor	Flat Type	Super Built-up Area (Sft.)
2A	2nd Floor	3BHK	1300
8A	8th Floor	3BHK	1300
15A	15th Floor	3BHK	1300
2B	2nd Floor	3BHK	1420
8B	8th Floor	3BHK	1420
14B	14th Floor	3BHK	1420
2C	2nd Floor	2BHK	1030
6C	6th Floor	2BHK	1030
8C	8th Floor	2BHK	1030
12C	12th Floor	2BHK	1030
14C	14th Floor	2BHK	1030
Total Allocation on Block-08			13310
Total Flat Units on Block-08			11

To the Developer (Second Part) named herein Allocated Flats at Block- 09 (B+G+14)
--

Flat No.-	Floor	Flat Type	Super Built-up Area (Sft.)
2A	2nd Floor	3BHK	1300
5A	5th Floor	3BHK	1300
6A	6th Floor	3BHK	1300
8A	8th Floor	3BHK	1300
14A	14th Floor	3BHK	1300
2B	2nd Floor	3BHK	1420
5B	5th Floor	3BHK	1420
6B	6th Floor	3BHK	1420
8B	8th Floor	3BHK	1420
2C	2nd Floor	3BHK	1030
5C	5th & 6th Floor	Duplex	2060
Total Allocation on Block-09			15270
Total Flat Units on Block-09			11

To the Developer (Second Part) named herein Allocated Flats at Block- 10 (B+G+14)

Flat No.-	Floor	Flat Type	Super Built-up Area (Sft.)
1A	1st Floor	3BHK	1300
3A	3rd Floor	3BHK	1300
5A	5th Floor	3BHK	1300

9A	9th Floor	3BHK	1300
11A	11th Floor	3BHK	1300
1B	1st Floor	3BHK	1420
3B	3rd Floor	3BHK	1420
5B	5th Floor	3BHK	1420
9B	9th Floor	3BHK	1420
11B	11th Floor	3BHK	1420
1C	1st Floor	2BHK	1030
3C	3rd & 4th Floor	Duplex	2060
11C	11th & 12th Floor	Duplex	2060
Total Allocation on Block-10			18750
Total Flat Units on Block-10			13

To the Developer (Second Part) named herein Allocated Flats at Block- 11 (B+G+14)			
Flat No.-	Floor	Flat Type	Super Built-up Area (Sft.)
2A	2nd Floor	3BHK	1300
4A	4th Floor	3BHK	1300
6A	6th Floor	3BHK	1300
8A	8th Floor	3BHK	1300
12A	12th Floor	3BHK	1300
2B	2nd Floor	3BHK	1420
4B	4th Floor	3BHK	1420

6B	6th Floor	3BHK	1420
8B	8th Floor	3BHK	1420
12B	12th Floor	3BHK	1420
2C	2nd Floor	2BHK	1030
5C	5th & 6th Floor	Duplex	2060
Total Allocation on Block-11			16690
Total Flat Units on Block-11			12

To the Developer (Second Part) named herein Allocated Flats at Block- 12 (B+G+14)			
Flat No.-	Floor	Flat Type	Super Built-up Area (Sft.)
2A	2nd Floor	3BHK	1300
6A	6th Floor	3BHK	1300
10A	10th Floor	3BHK	1300
2B	2nd Floor	3BHK	1420
6B	6th Floor	3BHK	1420
2C	2nd Floor	2BHK	1030
5C	5th & 6th Floor	Duplex	2060
Total Allocation on Block-12			9830
Total Flat Units on Block-12			7

THIRD PART's ALLOCATION: shall mean the total **114** numbers of Flats/Apartments morefully tabulated herein along with their sanctioned or salable areas and/or spaces in the New Buildings/Project to be constructed

within the portion of the land appurtenant to these 05 Blocks under this Supplementary Development Agreement in proportionate share of the total said land which to be constructed by the **CO-DEVELOPER** that is the **THIRD PART TOGETHER WITH** the undivided, proportionate, impartible part or share in the said Land attributable to the Residential blocks prorated by area thereto AND the total **114** number of the car parking spaces at the Ground Level & Basement of the New Building(s) except the **SECOND PART's** Allocated car parking **TOGETHER WITH** the proportionate share in all Common Areas, Facilities and Amenities of the said New Building (s) /Complex that is the 05 Blocks of Residential Buildings of **SPARKLIN PROJECT Phase-2**. Car Parking Spaces will be allocated as per the number of Units/Flats/Duplex and etc. in Ground and Basement Floor. The **DEVELOPER** that is the **SECOND PART** and the **CO-DEVELOPER** that is the **THIRD PART** will decide the allocation of Car Parking Spaces jointly.

THIRD PART's Allocated Flats are:-

To the Co-Developer (Third Part) named herein Allocated Flats at Block-08 (B+G+15)			
Flat No.-	Floor	Flat Type	Super Built-up Area (Sft.)
1A	1st Floor	3BHK	1300
3A	3rd Floor	3BHK	1300
5A	5th Floor	3BHK	1300
6A	6th Floor	3BHK	1300
7A	7th Floor	3BHK	1300
9A	9th Floor	3BHK	1300
11A	11th Floor	3BHK	1300
12A	12th Floor	3BHK	1300
13A	13th Floor	3BHK	1300
14A	14th Floor	3BHK	1300
1B	1st Floor	3BHK	1420

3B	3rd Floor	3BHK	1420
5B	5th Floor	3BHK	1420
6B	6th Floor	3BHK	1420
7B	7th Floor	3BHK	1420
9B	9th Floor	3BHK	1420
11B	11th Floor	3BHK	1420
12B	12th Floor	3BHK	1420
13B	13th Floor	3BHK	1420
15B	15th Floor	3BHK	1420
1C	1st Floor	2BHK	1030
3C	3rd Floor	2BHK	1030
5C	5th Floor	2BHK	1030
7C	7th Floor	2BHK	1030
9C	9th Floor	2BHK	1030
11C	11th Floor	2BHK	1030
13C	13th Floor	2BHK	1030
15C	15th Floor	2BHK	1030
Total Allocation on Block-08			35440
Total Flat Units on Block-08			28

To the Co-Developer (Third Part) named herein Allocated Flats at Block- 09 (B+G+14)

Flat No.-	Floor	Flat Type	Super Built-up Area (Sft.)
1A	1st Floor	3BHK	1300
3A	3rd Floor	3BHK	1300
4A	4th Floor	3BHK	1300
7A	7th Floor	3BHK	1300
9A	9th Floor	3BHK	1300

10A	10th Floor	3BHK	1300
11A	11th Floor	3BHK	1300
12A	12th Floor	3BHK	1300
13A	13th Floor	3BHK	1300
1B	1st Floor	3BHK	1420
3B	3th Floor	3BHK	1420
4B	4th Floor	3BHK	1420
7B	7th Floor	3BHK	1420
9B	9th Floor	3BHK	1420
10B	10th Floor	3BHK	1420
11B	11th Floor	3BHK	1420
12B	12th Floor	3BHK	1420
13B	13th Floor	3BHK	1420
14B	14th Floor	3BHK	1420
1C	1st Floor	2BHK	1030
3C	3rd & 4th Floor	Duplex	2060
7C	7th & 8th Floor	Duplex	2060
9C	9th & 10th Floor	Duplex	2060
11C	11th & 12th Floor	Duplex	2060
13C	13th & 14th Floor	Duplex	2060
Total Allocation on Block-09			37230
Total Flat Units on Block-09			25

To the Co-Developer (Third Part) named herein Allocated Flats at

Block- 10 (B+G+14)			
Flat No.-	Floor	Flat Type	Super Built-up Area (Sft.)
2A	2nd Floor	3BHK	1300
4A	4th Floor	3BHK	1300
6A	6th Floor	3BHK	1300
8A	8th Floor	3BHK	1300
10A	10th Floor	3BHK	1300
12A	12th Floor	3BHK	1300
14A	14th Floor	3BHK	1300
2B	2nd Floor	3BHK	1420
4B	4th Floor	3BHK	1420
6B	6th Floor	3BHK	1420
8B	8th Floor	3BHK	1420
10B	10th Floor	3BHK	1420
12B	12th Floor	3BHK	1420
14B	14th Floor	3BHK	1420
2C	2nd Floor	2BHK	1030
5C	5th & 6th Floor	Duplex	2060
9C	9th & 10th Floor	Duplex	2060
13C	13th & 14th Floor	Duplex	2060
Total Allocation on Block-10			26250
Total Flat Units on Block-10			18

To the Co-Developer (Third Part) named herein Allocated Flats at Block- 11 (B+G+14)			
Flat No.-	Floor	Flat Type	Super Built-up Area (Sft.)
1A	1st Floor	3BHK	1300
3A	3rd Floor	3BHK	1300
5A	5th Floor	3BHK	1300
7A	7th Floor	3BHK	1300
9A	9th Floor	3BHK	1300
11A	11th Floor	3BHK	1300
13A	13th Floor	3BHK	1300
1B	1st Floor	3BHK	1420
3B	3rd Floor	3BHK	1420
5B	5th Floor	3BHK	1420
7B	7th Floor	3BHK	1420
9B	9th Floor	3BHK	1420
11B	11th Floor	3BHK	1420
13B	13th Floor	3BHK	1420
1C	1st Floor	2BHK	1030
3C	3rd & 4th Floor	Duplex	2060
7C	7th & 8th Floor	Duplex	2060
11C	11th & 12th Floor	Duplex	2060
13C	13th & 14th Floor	Duplex	2060
Total Allocation on Block-11			28310

Total Flat Units on Block-11	19
------------------------------	----

To the Co-Developer (Third Part) named herein Allocated Flats at Block- 12 (B+G+14)			
Flat No.-	Floor	Flat Type	Super Built-up Area (Sft.)
1A	1st Floor	3BHK	1300
3A	3rd Floor	3BHK	1300
4A	4th Floor	3BHK	1300
5A	5th Floor	3BHK	1300
7A	7th Floor	3BHK	1300
8A	8th Floor	3BHK	1300
11A	11th Floor	3BHK	1300
12A	12th Floor	3BHK	1300
13A	13th Floor	3BHK	1300
1B	1st Floor	3BHK	1420
3B	3th Floor	3BHK	1420
4B	4th Floor	3BHK	1420
5B	5th Floor	3BHK	1420
7B	7th Floor	3BHK	1420
8B	8th Floor	3BHK	1420
11B	11th Floor	3BHK	1420
12B	12th Floor	3BHK	1420
13B	13th Floor	3BHK	1420
14B	14th Floor	3BHK	1420

1C	1st Floor	2BHK	1030
3C	3rd & 4th Floor	Duplex	2060
7C	7th & 8th Floor	Duplex	2060
9C	9th & 10th Floor	Duplex	2060
11C	11th & 12th Floor	Duplex	2060
Total Allocation on Block-12			35170
Total Flat Units on Block-12			24

FORCE MAJEURE: shall mean and include an event preventing either Party from performing any or all of their obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, epidemic, pandemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government and/or any order passed by any Court, Forum, Tribunal and/ or any judicial and/or quasi judicial authority.

MARKETING:

shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the **CO-DEVELOPER** that is the **THIRD PART's** Allocation in the New Building (s) /Complex that is the 05 Blocks of

Residential Buildings of **SPARKLIN PROJECT Phase-II** to any transferee for owning or occupying any flat, unit, apartment, and/or constructed space at their own cost and expenses with the provision of maintaining all rules and Regulations as are outlined under RERA. However a lock-in period of 24 months from the date of commencement of construction of 05 Blocks of Residential Buildings of **SPARKLIN PROJECT Phase-II** shall be strictly maintained by the DEVELOPER that is the SECOND PART who within said period shall not take any sort of initiative of any kind or nature for the purpose of selling any portion of saleable spaces, falls within SECOND PART's Allocation in 05 Blocks of Residential Buildings of **SPARKLIN PROJECT Phase-II** but is not excluded of availing business or commercial loans by creating a charge on their entire allocation of 75 Units being clearly freely available to the Developer under its Allocation.

NEW BUILDING(S): shall mean the complete buildings to be constructed, erected and completed Project that is the 05 Blocks of Residential Buildings of **SPARKLIN PROJECT Phase-II** which to be constructed by the CO-DEVELOPER in terms of this Agreement and the Plan.

The official name of the project shall be known as "**SPARKLIN CITY**" as decided by the FIRST PART. The construction work done by the SECOND PART will be known as SPARKLIN PROJECT, Phase - I. However, for the sake of better marketability the SPARKLIN PROJECT, Phase - II, pertaining to the 5 blocks of residential buildings as in the subject matter of this Supplementary Development Agreement will be known as "ASHIYANA-SPARKLIN".

PLAN: shall mean the plan of the buildings which has been sanctioned by the DEVELOPER under the Rules and Regulation of the concerned authority / Durgapur Municipal Corporation vide sanctioned building

Plan No- CB/484/2011 of 2024-25 dated 29/10/2024. All modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the **CO-DEVELOPER** that is the **THIRD PART** shall need the consent in writing of the **DEVELOPER / SECOND PART** herein either under advice or on the recommendation of the Architect or approved by the Sanctioning Authority.

PROPORTIONATE OR PROPORTIONATELY: according to the context shall mean the proportion in which the built-up area of any Unit or Units may bear to the built-up area of all the Units in the New 05 Residential Building(s).

SPECIFICATION: shall mean the specification for the said New Building as mentioned in the "**Schedule-C**" here under written subject to the alterations or modifications as may be suggested or approved by the Architect with the consent in writing of the **DEVELOPER** without touching the **SECOND PART's** Allocation in 05 Blocks of Residential Buildings of **SPARKLIN PROJECT Phase-II**.

TITLE DEEDS: shall mean the documents of title of the said project land as recited hereinabove and mentioned in the "**Schedule: A**" here underwritten.

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 multi-storied building to the transferees thereof as per Law.

TRANSFeree(S)/PURCHASER(S): according to the context, shall mean all the prospective or actual Purchasers who would agree to

acquire or shall have acquired any Unit in the New Building(s) and for all unsold Unit and/or Units, shall mean the **SECOND PART** and the **THIRD PART** as per their respective allocations.

SALEABLE SPACES: shall mean self-contained flats, apartments, car parking spaces and/or other space(s) in the New Residential Buildings/Project capable of being held and sold independent of each other.

INTERPRETATION:

In this Agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) All references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.

- vi) Any reference to any Act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or notated. All Amendments shall be with mutual consent in writing by the Second & Third part named herein.

LAND OWNER/VENDOR'S that is the FIRST PART'S REPRESENTATIONS:

The **LAND OWNER/VENDOR** that is the **FIRST PART** has further represented and warranted to the **CO-DEVELOPER** that is the **THIRD PART** as follows: -

- a. No person other than the **LAND OWNER/VENDOR** that is the **FIRST PART** has any right, title and/or interest, of any nature whatsoever in the said property or any part thereof.
- b. **THE DEVELOPER** that is the **SECOND PART** shall provide the **CO-DEVELOPER** that is the **THIRD PART** all the title deeds for inspection only and in respect of the said property and any document created by a registered Mortgage Deed pertaining to the Co-Developer's Allocation only if needed by the Co-developer for the purpose of Loan shall be the property of Co-Developer and the financier. The **LAND OWNER/VENDOR** that is the **FIRST PART** shall at his own costs and expenses make out a marketable title in respect of the said property and shall answer all necessary questions which may be raised by any bank, financial institutions or the **CO-DEVELOPER** that is the **THIRD PART** or the Solicitor of the **CO-DEVELOPER** that is the **THIRD PART** either by itself or through its Attorney, **THE DEVELOPER**.

However, the original deeds shall remain with the custody of the DEVELOPER that is the SECOND PART and / shall on call give inspection of the same to the OWNER and/or the DEVELOPER for their needs for the purposes of the Sparklin Phase-I and the Commercial Block. Equitable Registered Mortgage on the portion allotted to the CO- DEVELOPER under this Agreement shall be executed on demand for the purposes of raising a loan on the specific share of Units allotted to the CO-DEVELOPER that is the THIRD PART named herein. However the aforesaid original Deeds shall be shown for inspection and copies of the same shall be provided to the Banks or Financial Institutions when such demands may be raised (if any) by the Banks or Financial Institutions for providing project Loan to the CO-DEVELOPER for the residential buildings of the Sparklin Phase – II Project.

c. The LAND OWNER/VENDOR that is the FIRST PART shall not do nor permit anyone to do any act, deed, matter or thing which may affect the development, construction and marketability of the proposed project or which may cause charge, encroachments, litigations, trusts, liens, lis pendens, attachments and liabilities on the said property or the project save an except the rights as bestowed to the DEVELOPER and the CO-DEVELOPER named herein.

d. The said property or any part thereof is, so far as the LAND OWNER/VENDOR that is the FIRST PART is aware of, not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the LAND OWNER/VENDOR that is the FIRST PART and the said property is not attached under any Decree or Order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

e. Save and except as aforesaid no suit and/or any other proceedings and/or litigations are pending against the LAND OWNER/VENDOR that is the FIRST PART in respect of the said property or any part thereof and that the said property is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the LAND OWNER/VENDOR that is the FIRST PART in respect of the said property or any part thereof.

f. Subject to what has been stated in this Agreement, the LAND OWNER/VENDOR that is the FIRST PART has not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the CO-DEVELOPER that is the THIRD PART under this Agreement including the unfettered exercise by the CO-DEVELOPER that is the THIRD PART of the sole and exclusive right to develop the said specified portion of the property, in consistence with the terms of this Agreement.

g. There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said property and the LAND OWNER/VENDOR that is the FIRST PART is not aware of any facts, which may give rise to any such dispute.

h. The LAND OWNER/VENDOR that is the FIRST PART simultaneously with execution of this agreement statutorily shall not transfer, alienate, encumber, mortgage, lease, create any charge and/or deal with the said property appurtenant to the 5 blocks of Residential Buildings of **Sparklin Phase-II** (being the subject matter herein) or part thereof in any manner whatsoever save and accept the Allocation of 75 Units and Car Parking Spaces of the Developer.

COMMENCEMENT:

This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated by either of the parties hereto.

POSSESSION:

Simultaneously with the execution of this agreement the LAND OWNER/VENDOR that is the FIRST PART and the DEVELOPER that is the SECOND PART has handed over the possession of the said specific areas appurtenant to the Residential Blocks that is 05 Blocks of Residential Buildings of **SPARKLIN PROJECT Phase-II** of the project land unto and in favour of the CO-DEVELOPER that is the THIRD PART and the CO-DEVELOPER that is the THIRD PART shall be entitled to retain such possession during the subsistence of this agreement. The said areas appurtenant to the Residential Blocks are clearly demarcated in the Plans attached herewith.

STEPS FOR DEVELOPMENT OF THE SAID PROPERTY:

i) The Parties have mutually decided the scope of the Project, that is, the development of the said property by construction of the New Building(s)/Project thereon and commercial exploitation of the New Residential Building(s) and/or the Project. The CO-DEVELOPER that is the THIRD PART shall at its sole discretion and cost construct or cause to be constructed the New Residential Building(s)/Project for residential purposes. By way of separate units(flats) to be owned by individual unit purchasers with rights to common facilities and Common Spaces.

ii) By virtue of the rights hereby granted the CO-DEVELOPER that is the THIRD PART is irrevocably authorized to build upon and exploit commercially at entirely its own costs the said property by (a) demolishing the existing structure thereon, (b) constructing the New Residential Building(s)/Project and (c) dealing with the spaces in the CO-DEVELOPER'S Allocation in the New Building(s) together with transfer of the undivided proportionate and impartible share in the land comprised in the said property as in appurtenant to their allotments and common areas, facilities and amenities in favour of its nominee or nominees.

iii) The Parties hereby accept the basic understanding between them as recorded above and all other terms and conditions mentioned in this Agreement. The OWNER/VENDOR named herein as the FIRST PART is allotted 30,000 sq. ft. super built-up area as per the original development agreement dated 04/01/2013 Registered in Book No. I, Volume No.- 1, Page No.- 1255 to 1279, being Deed No. - 00076 for the year 2013 before the office of the Addl. Registrar of Assurance - III to be retained or adjusted against consideration @ 2000 per sq. ft., which has subsequently been adjusted against payments made by the DEVELOPER that is the SECOND PART to the LANDOWNERS/VENDOR that is the FIRST PART herein thereby authorizing/entitling the DEVELOPER to receive all considerations thereof. This Agreement is a sharing of the entire residential areas between the DEVELOPER and the CO-DEVELOPER and the outlining of their rights and responsibilities. The LANDOWNERS/VENDOR agrees to transfer proportionate undivided share in the said property pertaining to the Co-Developer's Allocation themselves or through their Constituted Attorney to the CO-DEVELOPER that is the THIRD PART or its nominee or nominees being appurtenant to the CO-DEVELOPER's Allocation in such part or parts as CO-DEVELOPER may desire and the same is applicable for the areas allotted to the DEVELOPER.

iv) The LAND OWNER/VENDOR that is the FIRST PART through the DEVELOPER shall bear and discharge the dues and liability, if there be any of the electrical connections from the respective lawful and competent authorities in respect of the said project till the date of execution of this agreement.

v) The development rights granted herein includes the exclusive right, authority and authorization to the CO-DEVELOPER that is the THIRD PART to:

a. hold, occupy, enter upon and use the said specified portion of the project land for the purposes of development of the said property by constructing the Sanctioned Residential building thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate;

b. appoint reputed contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities;

c. establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities;

d. carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the proposed development.

vi) All permissions, approvals, modification, no-objections and other statutory formalities for modification of the Sanctioned Plans would be obtained by the CO-DEVELOPER that is the THIRD PART at its own cost and expenses but with the written consent of the DEVELOPER.

vii) The LAND OWNER/VENDOR and or its ORIGINAL ATTORNEY that is the SECOND PART shall, however, sign and execute all papers,

documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the CO-DEVELOPER that is the THIRD PART within 7 days of the request being made and the documents being made available to the DEVELOPER provided the same is not in deviation of the Terms and Conditions of this DEVELOPMENT AGREEMENT.

viii) In consideration of the development of the said specified portions of the property by the CO-DEVELOPER that is the THIRD PART herein undertaken the construction of the New Residential Building(s) as per agreed specification, the LAND OWNER/VENDOR that is the FIRST PART agrees to transfer through the Original Power of attorney the DEVELOPER that is the SECOND PART, the proportionate, undivided and impartible share in the said property in favour of the Purchasers/intending purchasers of flats/saleable area in the New Building(s)/Project.

ix) The parties shall demarcate between themselves their respective allocations of the New Building to be constructed on the said property on the basis of the plan sanctioned for the project. The parties may execute a formal instrument of demarcation of their respective allocations in the new building(s).

CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDING(S):

i) The Parties have mutually decided the scope of the Project and the DEVELOPER along with the Attorney of the OWNER AND OR By LAND OWNER/VENDOR that the FIRST PART herein has agreed with the DEVELOPER herein that is the SECOND PART has appointed and authorized the CO-DEVELOPER that is the THIRD PART for development of the said project land by construction of the New Buildings thereon and commercial exploitation of the New Residential Buildings and use its

Allotment for Commercial benefit. The ORIGINAL-DEVELOPER that is the SECOND PART has conceptualized the project to be an integrated project comprising residential housing units and commercial units of which the CO-DEVELOPER that is the THIRD PART herein shall execute the Residential Portion of the **Sparklin Phase-II** only, excluding the sanctioned commercial building portion as clearly demarcated herein.

ii) The CO-DEVELOPER that is the THIRD PART hereto may enter into a partnership with any reputed real-estate-developer or form a Special Purpose Vehicle in the form of limited liability partnership (LLP) or a company for undertaking development of the said property which shall cause new building and/or buildings to be constructed erected and completed at the said property. In the event of formation of such LLP or Company or partnership, the parties hereto have agreed to examine such entities for its appropriateness to enter into a Tripartite Agreement therewith and shall use reasonableness to Grant such changes in the constitution of the THIRD PART.

iii) The LAND OWNER/VENDOR that is the FIRST PART hereby authorizes the CO-DEVELOPER that is the THIRD PART to appoint the Architects and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the CO-DEVELOPER that is the THIRD PART and in this regard the LAND OWNER/VENDOR that is the FIRST PART as well as the SECOND PART shall have no liability or responsibility.

iv) The CO-DEVELOPER that is the THIRD PART shall, subject to inter alia force majeure which means Act of God, shall construct and complete the Building Complex subject to market conditions not being adversely affected within 48 months from the date of commencement of the construction of the New Building with a grace period of six (6) months thereof failing which a Penalty of Rs. 1,00,000/- (Rupees One Lac Only) per month of delay be levied beyond the grace period.

v) The **CO-DEVELOPER** that is the **THIRD PART** shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the **LAND OWNER/VENDOR** that is the **FIRST PART** and the **DEVELOPER** that is the **SECOND PART** and shall construct, erect and complete or cause to be constructed, erected and completed the New Residential Building(s) in pursuant to the plans sanctioned by sanctioning authorities and as per the specifications mentioned in the **Schedule-C** hereunder and/or as be recommended by the Architects from time to time (collectively **Specifications**). The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties but any deviations from the Material Specification Listed herein (Schedule of specifications) in the **SECOND PART's** Allocation in 05 Blocks of Residential Buildings of **SPARKLIN PROJECT Phase-II** shall have to be with the written consent of the **DEVELOPER**.

vi) The **CO-DEVELOPER** that is the **THIRD PART** shall at its own costs install and erect in the New Residential Building(s), pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.

vii) The **CO-DEVELOPER** that is the **THIRD PART** shall be authorized in the name of the **LAND OWNER/VENDOR** that is the **FIRST PART** to apply for and obtain temporary connections of water, electricity, drainage and sewerage.

viii) If the **CO-DEVELOPER** that is the **THIRD PART** at any time hereafter makes any change in its allocated area to the plan to be initially sanctioned by the sanctioning authority, it would be the responsibility of the **CO-DEVELOPER** that is the **THIRD PART** to have the said modification sanctioned and to pay the costs charges and expenses therefore provided such deviations do not alter the allotments of the **DEVELOPER** and is executed with their knowledge and written Consent and keeping in Terms of **R.E.R.A.**

ix) If at any time hereafter any of the parties decide to apply for change of user in respect of any part or portion of the New Building or for additional construction like roof garden, basement etc. after the initial sanction, such change would be applied for by the CO-DEVELOPER that is the THIRD PART but the costs, charges and expenses thereof would be paid and borne by the party concerned and not by the other party subject to the Terms and Framework of Structural safety and R.E.R.A compliances.

x) The costs charges and expenses for making any additions or alterations and/or for providing any additional facility and/or utility and/or up-gradation of building material at the request of the LAND OWNER/VENDOR that is the FIRST PART or the DEVELOPER that is the SECOND PART in or relating to the Unit[s] belonging to the LAND OWNER/VENDOR's Allocation or the DEVELOPER that is the SECOND PART's Allocation shall be borne by the LAND OWNER/VENDOR that is the FIRST PART or the DEVELOPER that is the SECOND PART in full. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit[s] ultimately resulting in delay in the delivery of possession of the said Unit[s] by the CO-DEVELOPER that is the THIRD PART to the LAND OWNER/VENDOR that is the FIRST PART or the DEVELOPER that is the SECOND PART, the CO-DEVELOPER that is the THIRD PART shall not be liable for any interest damages compensation etc.

xi) Upon development of the New Residential Building, in SPARKLIN Phase-II the saleable spaces therein and all other spaces shall be shared between the Parties in the manner and on the terms and conditions recorded in this Agreement.

DEPOSITS AND FINANCIALS:

i) The DEVELOPER that is the SECOND PART shall not be entitled to transfer the said earmarked portion of the THIRD PART's Allocation or any part thereof without intimating the THIRD PART about the same and

obtaining written permission from the THIRD PART to this extent. The THIRD PART shall be entitled to transfer the THIRD PART's Allocation and shall also have the liberty to issue NOC in favour of the bank for granting house building loan by creating mortgage over any portion of the THIRD PART's Allocation.

ii) The THIRD PART shall be entitled to seek financing of the Project (Project Finance) by a Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of the THIRD PART's Allocation being developed and construction work-in-progress/receivables to the extent pertaining to the THIRD PART's Allocation by creating a charge on the THIRD PART's Allocation only. For this purpose, the LAND OWNER/VENDOR that is the FIRST PART shall execute Mortgage Deed through their delegated authority or Power of Attorney in favour of the CO-DEVELOPER that is the THIRD PART for Units allocated to them and the LAND OWNER/VENDOR that is the FIRST PART and the DEVELOPER that is the SECOND PART may join as consenting party (if required by the funding institution) to accord SECOND PART's NO OBJECTION to creation of charge by the CO-DEVELOPER that is the THIRD PART in favour of Banks or Financial Institutions or any other institution(s) for availing such loan facility only on the Entitlements of the THIRD PARTY Allocation as clearly stated hereinafter as schedule of Allocation. In this regard, the CO-DEVELOPER that is the THIRD PART shall indemnify the LAND OWNER/VENDOR that is the FIRST PART and the DEVELOPER that is the SECOND PART against any claim arising out of such borrowings. In any event no charge shall be created on the FIRST PART's and the DEVELOPER that is the SECOND PART's Allocations and the FIRST PART and SECOND PART shall not be required to furnish any Guarantee for such loan. In case owing to any loans or finances obtained by the THIRD PART, the FIRST PART and SECOND PART suffer any loss or damage due to any non repayment, delay in repayment by the THIRD PART or due to any other consequence of delay or default of the THIRD PART in respect of its obligations in respect of any such loan or liability whatsoever, the THIRD

PART shall indemnify and keep the **FIRST PART** and **SECOND PART** saved harmless and indemnified in respect thereof.

iii) The **LAND OWNER/VENDOR** that is the **FIRST PART** and the **DEVELOPER** that is the **SECOND PART** shall not be liable or responsible for due repayment of loans and advances to be obtained by the **CO-DEVELOPER** that is the **THIRD PART** in respect of the project finance. Similarly, the **CO-DEVELOPER** that is the **THIRD PART** shall not be liable for the loans and advances to be obtained by the **LAND OWNER/VENDOR** that is the **FIRST PART** and the **DEVELOPER** that is the **SECOND PART** if there be any. Each party shall keep the other safe, harmless and indemnified against payment of all dues of such banker/financial institution including interest, costs, charges and expenses and all suits, actions and proceedings in respect thereof.

iv) All benefits under the Income Tax Act for such borrowings made by the **CO-DEVELOPER** that is the **THIRD PART** would be available to the **CO-DEVELOPER** that is the **THIRD PART** and it would be entitled to claim all such benefits.

v) The **LAND OWNER/VENDOR** that is the **FIRST PART** and the **DEVELOPER** that is the **SECOND PART** or their transferee or transferees and the Purchasers of Units in the project shall pay or deposit the extras and deposits for the Unit(s) to be Allotted them to the **CO-DEVELOPER** that is the **THIRD PART** provided such extras and deposits are recoverable from the Purchasers of their Units.

vi) If any tax is required to be paid, the same would be paid by the **FIRST PART, SECOND PART** and the **CO-DEVELOPER** that is the **THIRD PART** in respect of their respective allocations and/or areas and shall keep each other indemnified in respect thereof and they shall be entitled to recover the same from their respective transferee, if any.

POWERS AND AUTHORITIES:

i) The LAND OWNER/VENDOR through their Original Attorney that is the SECOND PART here in agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the project by the CO-DEVELOPER that is the THIRD PART and persons nominated by the CO-DEVELOPER that is the THIRD PART in pursuance of the rights and authorities granted herein.

ii) Notwithstanding anything contained above, simultaneously on execution of this Agreement the LAND OWNER/VENDOR that is the FIRST PART shall grant to the CO-DEVELOPER that is the THIRD PART and/or its nominees a Registered POWER OF ATTORNEY for the purpose of doing all acts required for the Project, for the purpose of entering into agreement for sale of the Unit/s allotted to the CO-DEVELOPER that is the THIRD PART's allocation only and for the purpose of sale, transfer and/or otherwise disposal of the Unit(s) allotted to the THIRD PART's allocation.

iii) Notwithstanding grant of the aforesaid Registered POWER OF ATTORNEY, the LAND OWNER/VENDOR that is the FIRST PART and the DEVELOPER that is the SECOND PART hereby undertakes that he shall execute, as and when necessary, all papers, documents, plans etc. required for the expeditions purpose of development of the said project Residential Buildings and other document pertaining to the same within 7 (seven) days of the request being made and the documents being made available to the LAND OWNER/VENDOR that is the FIRST PART and the DEVELOPER that is the SECOND PART.

iv) While exercising powers and authorities under the Registered POWER OF ATTORNEY to be granted by the LAND OWNER/VENDOR that is the FIRST PART in terms hereof, the CO-DEVELOPER that is the THIRD PART shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the LAND OWNER/VENDOR that is the FIRST PART and the DEVELOPER that is the SECOND PART named herein and/or go against the spirit of this Agreement. The said Registered POWER OF ATTORNEY shall be specific only for the development and sale of CO-DEVELOPER that is the THIRD PART's Allocation purpose and valid

for the purposes they would be given and shall not be revoked during the subsistence and Terms of this Agreement unless it goes against the specifics of this Agreement.

DEALING WITH SPACES IN THE NEW BUILDING(S):

- i) After execution of this agreement the CO-DEVELOPER that is the THIRD PART shall develop Said Residential portion of the Project and the Common Spaces at their cost and efforts considerably and shall be free to sell CO-DEVELOPER that is the THIRD PART's Allocation at its discretion.
- ii) The CO-DEVELOPER that is the THIRD PART shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring their Allotted any saleable space in the New Residential Buildings as aforesaid in such part or parts as deemed fit unto and in favour of the intending Purchasers as and when called upon to do so without charging any additional consideration whatsoever and the cost for stamp duty, registration charges and advocate fees in respect thereof shall be borne by the intending Purchasers as the case may be.
- iii) It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas allotted to the CO-DEVELOPER in the New Residential Building(s) shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof together with amenities and facilities therein as are stipulated in this Agreement with the areas allotted to the DEVELOPER and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions. Each shall handover a copy of all Agreements, Deeds of Conveyance and other application to the other for their Records.
- iv) All agreements for sale of THE DEVELOPER that is the SECOND PART's Allocation shall be signed on demand by the CO-DEVELOPER that

is the **THIRD PART**, if required. However, the **CO-DEVELOPER** that is the **THIRD PART** is fully authorized to execute all Agreement for Sale and Deeds of Conveyance pertaining to their allotments as authorized by the **LAND OWNER/VENDOR** that is the **FIRST PART** to do so vide a Registered Power of Attorney.

POST COMPLETION MAINTENANCE:

i) On and from the date of expiry of the period to be specified in the written notice to be given by **CO-DEVELOPER** that is the **THIRD PART** to the **LAND OWNER/VENDOR** that is the **FIRST PART** and the **DEVELOPER** that is the **SECOND PART** (Possession Date), the Parties shall become liable and responsible for the payments of Rates and taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.

ii) The Parties hereto or their respective transferee or transferees shall pay or deposit the following proportionate costs for their allocation:-

- a) All costs for obtaining electricity connection(s).
- b) All deposits required to be made with the Electricity.
- c) Department or the authority or authorities thereof.
- d) Charges for LT connection charges, switchgear, cables and allied installations.
- e) Deposit for proportionate charges of maintenance at the rate to be specified by the Co-Developer for such allocation for a period of one year from the date of commencement of liability.
- f) Charges of a common generator.

iii) The Parties hereto and their respective nominees/transferees shall punctually and regularly pay the Rates and taxes for their respective

allocations to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

iv) The CO-DEVELOPER that is the THIRD PART shall be responsible for the management, maintenance and administration of the New Residential Buildings that is 05 Blocks of Residential Buildings of **SPARKLIN PROJECT Phase-II** or appoint an agency to do the same.

v) The CO-DEVELOPER that is the THIRD PART or the Agency to be appointed as aforesaid shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefore (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, property tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments, borne prorated by each PURCHASER/OWNER of individual units.

vii) The flat owners' association is to be formed within the six months from the date of handing over possession of the entire project to the transferees and till then the CO-DEVELOPER that is the THIRD PART shall be responsible for the management, maintenance and administration of the New Buildings may appoint any agency to do the same. All the flat owners are to abide by the regulations for management of the affairs of the New Buildings.

COMMON RESTRICTIONS:

i) The **FIRST PART's** Allocation, **SECOND PART's** Allocation and the **THIRD PART's** Allocation in the New Building shall be subject to the same restrictions, intended for common benefit of all occupants of the New Building, which shall include the following:

(a) No occupant of the New Building shall use or permit to be used their spaces or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.

(b) No occupant of the New Building shall demolish or permit demolition of any wall or other structure in their respective spaces or any portions, major, without the written consent of the Developer.

(c) No occupant of the New Building shall transfer or permit transfer of their spaces or any portion thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned space.

(d) All occupants of the New Building shall abide by all laws, bye-laws, rules and regulation of the Government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

(e) All occupants of the New Residential Building shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective spaces in good working condition and repair and in particular so as not to cause any damage to the New Building or any other space or accommodations therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.

(f) No occupant of the New Residential Building shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the New Building or any part thereof and shall keep the other occupiers of the New Building harmless and indemnified from and against the consequences of any breach.

(g) No occupant of the New Residential Building shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the New Building.

(h) No occupant of the New Residential Building shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the New Building or in the compound, corridors or any other portion or portions of the New Building.

ii) For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Building shall permit the agency to be appointed with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

iii) It is agreed between the parties that the **SECOND PART** and **THIRD PART** shall frame a scheme for the management and administration of the New Building and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Building.

OBLIGATIONS OF THE THIRD PART:

- i) Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and the THIRD PART shall utilize the permissible FAR.
- ii) The THIRD PART shall be responsible for planning, designing development and construction of the New Residential Buildings with the help of professional bodies, contractors, etc.
- iii) The THIRD PART has assured the FIRST PART and SECOND PART that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.
- iv) The THIRD PART shall construct the New Residential Buildings at its own cost and responsibility. The THIRD PART shall alone be responsible and liable to Government, Corporation and other authorities concerned as also to all the labour, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify FIRST PART against any claims, loss or damage for any default or failure or breach on the part of the SECOND PART.
- v) The marketing strategy, budget, selection of publicity material, media etc. shall be decided by the THIRD PART.
- vi) The THIRD PART hereby agrees and covenants with the FIRST PART and the SECOND PART not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Building.

OBLIGATIONS OF THE FIRST PART:

- i) The FIRST PART shall make out a marketable title to the said property at his own costs and expenses and shall answer all the requisitions in respect thereof.

- ii) The **FIRST PART** undertakes to fully co-operate with the **THIRD PART** for obtaining all permissions required for development of the Said property by constructing residential & commercial buildings.
- iii) The **FIRST PART** shall provide the **THIRD PART** with any and all necessary documentation and information relating to the said property as may be required by the **THIRD PART** from time to time.
- iv) The **FIRST PART** shall not do any act, deed or thing whereby the **THIRD PART** may be prevented from discharging its functions under this Agreement.
- v) The **THIRD PART** hereby covenants not to cause any interference or hindrance in the construction of the New Buildings.
- vi) The **FIRST PART** hereby agrees and covenants with the **THIRD PART** not to do any act deed or thing whereby the **THIRD PART** is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area.

INDEMNITY:

- i) The **THIRD PART** shall indemnify and keep the **FIRST PART** and **SECOND PART** saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the **FIRST PART** in relation to the construction of the New Building and those resulting from breach of this Agreement by the **THIRD PART**.
- ii) The **FIRST PART** and **SECOND PART** shall indemnify and keep the **THIRD PART** saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the **SECOND PART** in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said project land or any of their Representations and the warranties being incorrect.

MISCELLANEOUS:

- i. The Agreement entered into by and between the parties herein is and shall be on principal-to-principal basis.
- ii. The **FIRST PART**, the **SECOND PART** and the **THIRD PART** expressly agree that the mutual covenants and promises and Time committed and conditions contained in this Agreement shall be the essence of this contract.
- iii. Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- iv. Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- v. For using the access of the internal roads, all or any of the facilities, other infrastructure of the said project, viz. **SPARKLIN PROJECT** for any other Owner's Land adjacent to the "**SAID LAND**" which is not owned by **FIRST PART** or **SECOND PART** then the **THIRD PART** herein shall give 3% (Three Percent) of the Total Built Area Sanctioned / to be constructed areas of the then Total sanctioned area in the habitable units including Car Parking Space in such Buildings to the **SECOND PART** named herein free of any costs as consideration allowing the use of the access to the Main Entry Road. However, the **SECOND PART** shall have every right and entitlements to Develop any other lands adjacent to or contained within the perimeter of the said land of **SPARKLIN PROJECT** without any necessity to inform or take the consent of the **THIRD PART** and the **THIRD PART** shall cooperate in every manner possible for such Development.
- vi. It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the **THIRD PART**, various deeds, matters and things not herein specified may be required to be done by the **FIRST PART** and the **SECOND PART** and for which, if necessary, the **THIRD PART** may need authority of the **FIRST PART**

and **SECOND PART**. Further, various applications and other documents may be required to be signed or made by the **FIRST PART** through their Attorney (**DEVELOPER**) relating to which specific provisions may not have been mentioned herein. The **FIRST PART** hereby undertake to perform all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as maybe required by the **THIRD PART** for the purpose and the **FIRST PART** also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the **FIRST PART AND SECOND PART** and/or go against the spirit of this Agreement.

vii. The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

viii. The **FIRST PART** and the **SECOND PART** shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of **THIRD PART's** Allocation and the **THIRD PART** shall be liable to make payment of the same and keep the **FIRST PART** and **SECOND PART** indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the **THIRD PART's** Allocation. Similarly, the **SECOND PART** and **THIRD PART** shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the **FIRST PART's** Allocation and the **FIRST PART** shall be liable to make payment of the same and keep the **SECOND PART** and **THIRD PART** indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the **FIRST PART's** Allocation. Again, similarly the **FIRST PART** and **THIRD PART** shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the **SECOND PART's** Allocation and the **SECOND PART** shall be liable to make payment of the same and keep the **FIRST PART** and **THIRD PART** indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the **SECOND PART's** Allocation.

DEFAULTS AND NOTICE THEREOF:

A. The following shall be the events of default: -

i) If the **FIRST PART** and the **SECOND PART** fail to comply with any of their obligations contained herein then in that event the **FIRST PART** and the **SECOND PART** shall have to bear penal charges for such delay as would be mutually decided by the parties hereto.

ii) If the **THIRD PART** fails to construct, erect and complete the New Building within the time and in the manner contained herein, then in that event the **THIRD PART** shall have to bear penal charges for such delay as would be mutually decided by the parties hereto and/or mentioned herein before.

B. The procedure of issuing of the Notice shall be as follows: -

NOTICE:

i) In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within 30 (Thirty) days and in the manner to be mentioned in the said notice.

ii) Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.

iii) If the default continues for a period of over 60 (Sixty) days after expiry of such notice, the notice of termination may be served by the aggrieved party at their/its sole discretion.

iv) It is understood that Time is the essence of this Contract/Co-Development Agreement.

FORCE MAJEURE:

i) If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to recommence its affected operations in order for it to perform its obligations. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

ii) In the eventuality of Force Majeure circumstances, the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 (Seven) days thereafter.

iii) The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

iii) If the Force Majeure creates a total obstruction and/or the Co-Developer creates long delays in time of the completion of the project, then on Expiry of **96 months** hereof the specified area of Project **Sparklin Phase-II** shall completely revert back to the Party of the **Second Part (Developer)** and if the said Residential Buildings are partly constructed and the Party of

the Second Part named herein commercially exploit the same, then the party of the **THIRD PART (Co-Developer)** and/or such purchasers as have paid sums towards purchase of units shall be fairly compensated as will be mutually agreed upon in writing .

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

AMENDMENT/MODIFICATION:

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

SPECIFIC PERFORMANCE:

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

ARBITRATION:

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (Thirty) days from the date on which negotiations are initiated, the Disputes shall be

referred to, and finally resolved through, arbitration by an Arbitrator jointly appointed by the parties hereto in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made there under. The arbitration proceedings shall be conducted at Kolkata and in English.

NOTICE:

1. Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by pre-paid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through speed post service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the **FIRST PART**, **SECOND PART** and **THIRD PART** are concerned the notice should only be given to:

a) In case of the **FIRST PART**:

M/S. BGA REALTORS, having its Office at No. P-399, Hemanta Mukhopadhyay Sarani, Post Office - Sarat Bose Road, Police Station - Lake, Kolkata - 700029;

b) In case of **SECOND PART**

K. J. REALINFRA (P) LTD, having its office at 19, Lake Avenue (Ft. Lt. Tapan Chowdhury Avenue), P.S. - Tollygunge, P.O. - Sarat Bose Road, Kolkata - 700 026, Dist. - South 24-Parganas, West Bengal;

c) In case of the **THIRD PART**:

URBANLITE REALITY LLP having its Office at Holding Premises No. N/12, J.N. Avenue, Durgapur, P.O. - Amarabati, P.S. - New Township, District - Paschim Bardhaman, West Bengal, PIN-713214.

2. Any such notice or other written communication shall be deemed to have been served:

- a) If delivered personally, at the time of delivery.
- b) If sent by prepaid recorded delivery or registered post or speed post, on the 4th day of handing over the same to the postal authorities.
- c) If sent by electronic mail or facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of the business hours next following the time of transmission, in the place to which the electronic mail or facsimile was sent.

3. In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by speed post, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a electronic mail or facsimile message, that an activity or other report from the sender's electronic mail or facsimile machine can be produced in respect of the notice or other written communication showing the recipient's electronic mail or facsimile number.

OTHER TERMS AND CONDITIONS WHICH PARTIES HERETO WERE AGREED VERBALLY, PRIOR TO EXECUTION OF THIS AGREEMENT, TO ABIDE BY AND COMPLY OR FOLLOW FOR THEIR CONVENIENT:

1. As per the understanding in between the **THIRD PART** and the **SECOND PART**, the **SECOND PART** ensured that the **THIRD PART** shall not take any liabilities & responsibilities regarding any previous commitment made by the **SECOND PART** or the **FIRST PART** herein which have constructed residential buildings (105 Flat units including car parking space at ground floor) as per sanctioned vide plan No. CB/950/07 dated 16.9.2009. in the land area and designated it as SPARKLIN PROJECT Phase-1 as more clearly described the same in **FIRST PART**, nor claim any

Consideration or Payments thereof which in any case is the entitlement of the **SECOND PART** named herein.

4. SECOND PART'S DUTY & LIABILITY:

a) The **SECOND PART** shall handover the vacant and peaceful possession of the "Said Land" appurtenant to the Residential Buildings in **Sparklin Phase-II** to the **THIRD PART** and also shall present for Inspection all Deeds / Chain Deeds as and when needed of "Said Land", chain deed, LR Parcha Conversion Certificate and all the permissions and/or sanctions related document/papers after reactivation/revival/extension of all the permissions, NOCs and/or sanctions from the concerned authorities.

b) The **SECOND PART** hereby declared that:

i. No acquisition proceedings have been initiated in respect of the "Said Land".

ii. There is no agreement between the **SECOND PART** and any other party except "**URBANLITE REALITY LLP**" either for sale or for development and construction of housing complex and the "Said Land" is free from any encumbrance.

c) That the **SECOND PART** has agreed that they will remain personally present before any Authority/Authorities to sign all the needed documents, provided a prior fixed date is intimated with reasonable advance notice to the **SECOND PART** and also the **THIRD PART** has agreed unequivocally to remain personally present before and Entity /Authority /Govt. Agency or Department, Court to sign all necessary documents on which their impression and/or signature may be needed, provided adequate Advance Notice is intimated.

d) That the **SECOND PART** agreed to allow the **THIRD PART** to do the Construction of building/s and to sell the Residential Flats allotted to the **THIRD PART** Space/Parking Space etc. in the **THIRD PART'S** Allocation in the building/s so constructed by the **THIRD PART**.

THE "SCHEDULE: A" ABOVE REFERRED TO

(SAID PURCHASE DEEDS)

shall mean the documents of title of the said project land as recited hereunder:

1. Deed-Of-Sale dated 28/01/2008, registered with the ADSR Durgapur and recorded in Book No. 1, Volume No. 2, Pages from 589 to 609, being No. 00434 for the year 2008.
2. Deed-Of-Sale dated 20/04/2009, registered with the ADSR Durgapur and recorded in Book No. 1, Volume No. 6, Pages from 2368 to 2388, being No. 02179 for the year 2009.
3. Deed-Of-Sale dated 20/04/2009, registered with the ADSR Durgapur and recorded in Book No. 1, Volume No. 6, Pages from 2389 to 2409, being No. 02180 for the year 2009.
4. Deed-Of-Sale dated 23/04/2009, registered with the ADSR Durgapur and recorded in Book No. 1, Volume No. 6, Pages from 5061 to 5075, being No. 02390 for the year 2009.

THE "SCHEDULE: B" ABOVE REFERRED TO:

(SAID TOTAL PROJECT LAND)

SPARKLIN PHASE-I

SPARKLIN PHASE-II

(RESIDENTIAL AND COMMERCIAL)

ALL THAT the pieces and parcels or plots of land comprised in (1) R.S. Dag No. 614 appertaining to R.S. Khatian No 78, corresponding L.R. Dag No.

1124 appertaining to L.R. Khatian No. 2665, containing an area by estimation 191.275 Decimals be the same a little more or less out of total area being 296 Decimals, (2) R.S. Dag No. 615 appertaining to R.S. Khatian No. 76, corresponding L.R. Dag No. 1125 appertaining to L.R. Khatian No. 2665, containing an area by estimation 145 Decimals be the same a little more or less out of total area being 162 Decimals, (3) R.S. Dag No. 624 appertaining to R.S. Khatian No 422, corresponding L.R. Dag No 1105 appertaining to L.R. Khatian No 2665, containing an area by estimation 54 Decimals be the same a little more or less out of total area being 54 Decimals , (4) R.S. Dag No. 658 (5) R.S. Dag No. 660 appertaining; both corresponding to L.R. Dag No. 1131 appertaining to L.R. Khatian No. 3436 , containing an area by estimation 4 Decimals be the same a little more or less out of total area being 50 Decimals, (6) R.S. Dag No. 661, corresponding L.R. Dag No. 1132 appertaining to L.R. Khatian No. 3436 , containing an area by estimation 3 Decimals be the same a little more or less out of total area being 7 Decimals, and (7) R.S. Dag No. 662, corresponding L.R. Dag No. 1130 appertaining to L.R. Khatian No. 3436, containing an area by estimation 17 Decimals be the same a little more or less out of total area being 43 Decimals, thus, altogether, an area admeasuring 4 Acres 9 Cottahs 4 Chittacks 8.6 Square Feet, all lying and situate at Mouza Dhandabag, Old J.L. No. 66, Present J.L. No.-118 , under Police Station : Durgapur, falls within the Local Limit of Durgapur Municipal Corporation, District : previously Burdwan and presently Paschim Bardhaman. The Sparklin Phase - II is marked with Red in the attached drawing and the same is butted and bounded in following manner:-

ON THE NORTH : By Part of the Plot No. 625, 626, 614, 662, 661,660;

ON THE SOUTH : By Part of the Plot No. 623, 622, 621, 615, 613, 666, 664, 662;

ON THE WEST : By Part of the Plot No. 658, 1285 & Drain, Culvert; and

ON THE EAST : By 200 ft wide link Road & Dag No. 625, 623, 622, 621.

THE "SCHEDULE: C" ABOVE REFERRED TO:

(SPECIFICATIONS)

1. **FOUNDATION:** Piling Foundation and R.C.C. Framed structure with anti-termite treatment in foundation, based on individual columns from ground to top floor.-Grade of Concrete & Materials to be used to be as per the recommendations of the Structural Engineer to be signed and submitted to the developer by the structural engineer.
 2. **ROOF:** RCC Slab with proper Water Proofing Treatment.
 3. **WALL:** The entire exterior brick wall is 200 mm thick and the interior brick wall will be 125 mm thick with bricks of approved quality, Standard Glazed Tiles on the wall up to the door height in Bathroom.
 4. **PLASTERING:** Sand Cement Mortar Plaster on inside and outside walls, ceiling etc.
 5. **WALL FINISH:** Wall putty on Internal Walls with Primer coating and Weather coat Outer walls with Reputed Brand.
 6. **DOORS:** Door frame made of Wooden, Solid Core Flush Doors with ISI mark Fittings.
 7. **WINDOWS:** UPVC Window with glass frame and iron Grill.
 8. **KITCHEN:** Kitchen Platform made of Granite, wall tiles up to the height of 2 (two) feet from the Platform, stainless Steel Sink .
 9. **TOILET:** Tiles on Floor and Dado up to door height finished with glaze tiles. One Indian Type water close white local pan for single toilet and one Extra English type commode only W.C. If provided, including P.V.C. Lowdown white cistern, one C.P. Babcock point one C.P. Shower point shall be provided in each toilet.
 10. **FLOORING:** Vitrified Tiles in all Bed Rooms, Living cum Dining Room and Anti-Skid tiles for Kitchen floor.
1. Bed Rooms + Living Dining + Balconies + Kitchen Floor = 600X600mm
Vitrified Tiles with 100mm Skirting all around

ii. Toilet Floor = 300X300mm Anti-Skid Ceramic Tiles.

iii. Toilet Wall = 375X250mm Ceramic Tiles up to 2100mm height.

iv. Kitchen Counter = 550mm wide granite countertop.

11. DINING/DRAWING: One white washbasin of reputed brand.

12. PLUMBING SANITATION: C.P. Fittings concealed plumbing and UPVC pipe work with reputed brands (ISI Marked) with Hot and Cold lines in all Bathrooms and privy (Basin and Shower).

13. ELECTRIC: Concealed Wiring and Points in all Rooms, Kitchen, Toilets, Balcony using standard quality conductors. Plug Points in all Rooms, Kitchen, Toilets etc TV and Telephone outlet in Living Room, AC point & Geyser point. (ISI Marked).

14. WATER SUPPLY: water supply will be provided by deep tube wells with pumps through overhead reservoirs and/or Municipality Supply.

15. COMMON FACILITIES: Septic Tank, Water Supply Arrangements, Pathways, Boundary wall, Roof, meter space and other as stated hereinabove.

16. ELECTRIC METER: Charges of procurement of Main Electric Meter will be provided separately by the individual flat owners. In case of installation of a Transformer, the costs of the same are also to be borne by all flat owners and all the charges for the same will be paid proportionately.

17. LIFT: 24 (twenty four) hours Automatic Lift Service of minimum 2 Lifts per Block.

18. FIRE PROTECTION: Fire Extinguishing Equipment at Common Space, Lightning arrestors at suitable places as per Rules of Fire Department N.O.C.

19. EXTRA WORK: Any extra work viz. difference costs of site Tiles and enable, 3/4th part of balcony grill, costs of collapsible gate and other works then our standard specification given, hereinabove shall be

treated as extra work and such amount will be paid by all the flat owners before the execution of the work. The rates of extra work will be at per prevailing market price to be decided by the **CO-DEVELOPER** that is the **THIRD PART**. No outside will be allowed for doing the said extra work(s).

THE "SCHEDULE : D" ABOVE REFERRED TO:

PART -I

(Common areas and facilities)

Proportionate rights in the facilities and amenities of the following items shall be enjoyed by the Flat Owners in common with, all the other co-owners of the said multi-storied building, those are :

- i. Staircase, Landings, Lift, External Walls, underground Water Reservoirs, Roof, Overhead Water tank, Septic tank, Water lifting Motor Pump, Electric motor Pump room, Guard Room, HT/LT Room space, Generator room or space if any.
- ii. Open and covered paths, passages, entrance at the ground floor for ingress and egress to and boundary walls and open spaces belonging to the proposed building as well as to the said premises.
- iii. Drainage, Sewerage, evacuation pipes from the said building to the septic tank, STP, distribution pipes from overhead tank through water lifting motor pump for water to different flats units of the said multi- storied building from deep tube well / Durgapur Municipal Corporation.
- iv. Electrical wiring connection fittings, fixture and other accessories for lighting, staircase, lift landing and open spaces and operating the water-lifting pump of the building.
- v. Heights for lateral vertical over-head, underneath, surrounding supports in and upon all the load bearing, foundation columns, beams, rafters belonging to the building.
- vi. Open spaces around covered areas within the said building shall be kept

open up to sky as provided in the sanctioned plan.

vii. Any other area as per prevailing Act and Rule as well as Gardens and Parks if any Common Amenities and Facilities for Utilities and Recreation.

PART -I

(Other Amenities)

Amenities including inter alia different facilities not mentioned herein, under absolute ownership of the **Co-Developer** that is the **Third Part** and enjoyment of the same shall be open and restricted strictly against payment of considerations and regular charges to be determined by the **Third Part** or its engaged and appointed Agency at its sole discretion:

1. Club House consisting of indoor facilities
2. Community Hall
3. Swimming Pool
4. Gymnasium
5. Banquet Hall

THE "SCHEDULE : E" ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE** : All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the New Building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/ Flat and main entrance and exit gates, property and staircases of the New Building and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls, compounds etc. of the New Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landing, staircases and other parts of the New Building so enjoyed or used by the Purchaser in

common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. OPERATIONAL : All expenses for running and operating all machinery, equipment and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.

3. STAFF : The salaries of and all other expenses of the staff to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.

4. MAINTENANCE IN CHARGE : Establishment and all other expenses of the Maintenance in charge and also similar expenses of the CO-DEVELOPER that is the THIRD PART herein or any agency looking after the common purposes, until handing over the same to the Maintenance in charge.

5. TAXES : Municipal and other rates, taxes and levies.

6. INSURANCE : Insurance premium for insurance of the New Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. COMMON UTILITIES : Expenses for serving/ supply of common facilities and utilities and all charges incidental thereto. Generator back up for three BHK would be 2 KVA.

8. RESERVES : Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.

9. OTHER AMENITIES: All costs and expenses of maintaining, repairing, cleaning, lighting, redecorating and renewing etc. as well as All expenses for running and operating all machinery, equipment and installations , of the aforementioned other Amenities such as swimming Pool, Club, Gymnasium, Community Hall, etc. that shall be used and enjoyed by the Purchaser in common with other occupiers and residents within the SPARKLIN PROJECT or any other.

10. OTHER : All other expenses and/or outgoings including litigation expenses as are incurred by the CO-DEVELOPER that is the THIRD PART herein and/or the Maintenance in charge for the common purposes.

THE "SCHEDULE : F" ABOVE REFERRED TO:

(ADDITIONAL PAYMENTS)

a) Additional consideration payable to the CO-DEVELOPER that is the THIRD PART in case there is any increase in area of the said Flat upon construction being made and the measurement being certified by the CO-DEVELOPER that is the THIRD PART. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. This is not payable by the SECOND PART as their Allotment is exclusively made as Consideration for allowing the Co-Developer into the Project.

b) Price, cost, charges and expenses levied by the CO-DEVELOPER that is the THIRD PART for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Flat, including the costs, charges and expenses for revision of the Plans for the said Flat for changes made at the request of the Flat Purchaser.

c) Works contract tax, GST, betterment fee, development charges and any other tax, duty levy or charge that may be imposed or charged regarding the said Flat Unit, the Buildings, the said Property and/or the Project.

d) Stamp duty, registration fee, misc. expenses for registration of deed of conveyance/Agreement for sale and all other taxes, levies, miscellaneous and other allied expenses relating to this Supplementary Development Agreement, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Flat Unit and additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time.

e) Legal fees payable to Project Advocate, by Nominees of the **SECOND PART** Club Membership (if any), Proportionate price, costs, charges and expenses for generator, electrical substation, high tension line, transformer, wiring and cables and accessories used for their installation, electric meters but excluding security deposit to be made to the Concern Authority for installation of such electric meter, and other related equipment and accessories including for their acquisition and installation and for the equipment, instruments, additional facilities and conveniences for the Unit Owner that may be provided by the **CO-DEVELOPER** that is the **THIRD PART** in the Buildings, the said Property and/or the Project.

f) That the Allottees/Purchaser/s within the **SPARKLIN PROJECT** or any other shall pay a non-refundable membership fee and shall also pay subscription, maintenance and administrative charges in regards to the right of usages of the of the Amenities inter alia its facilities as mentioned in the "**Schedule D, Part-II**" hereinabove developed for the purpose of Utilities and Recreation of the residents at the rate decided by the **CO-DEVELOPER** that is the **THIRD PART** or its appointed and engaged Agency, for per family per month or as per rates revised from time to time.

g) Cost of Formation of the Association for the Common Purposes.

By the **LAND OWNER / VENDOR**
/ **FIRST PART** at Kolkata

1) Siyamkar Sham
39/2/1 P. U. & Jale
Road, Tardapur
Koi - 70032

LAND OWNER/VENDOR/FIRST PART

By THE DEVELOPER / SECOND PART

1) Tushar Kumar Bahl:
19/04/2020 Koll-26

DEVELOPER/SECOND PART

SIGNED SEALED AND DELIVEREDBy **CO- DEVELOPER / THIRD PART**

at Kolkata in the presence of:

- 1) *Amit Rakesh*
Sukanta Pally
Durgapur - 06

URBANLITE REALITY LLP
Ramesh Yadav
Partner

- 2) *Rahul De*
Alipore Judges' Court
Kol-27

CO-DEVELOPER/THIRD PART**SIGNED SEALED AND DELIVERED**By **THE CONFIRMING PARTY / FOURTH PART**

at Kolkata in the presence of:

- 1) *Amit Rakesh*
- 2) *Rahul De*

Joy Majumder & Co.
Joy Majumder
Proprietor

CONFIRMING PARTY/FOURTH PART

Drafted by me and prepared
at my office

Sourav
8/404/204

Mr. Sourav Deb, Advocate
Alipore Judges' Court, Kol-27

MOUZA-DHANDABAG, J.L.NO.-118, R.S.PLOT-624, 615, L.R.PLOT-1105, 1125
COMMERCIAL BLOCK DEVELOPER LAND AREA 34.9 KATHA.

BGA REALTORS

Rajib Baran
PARTNER

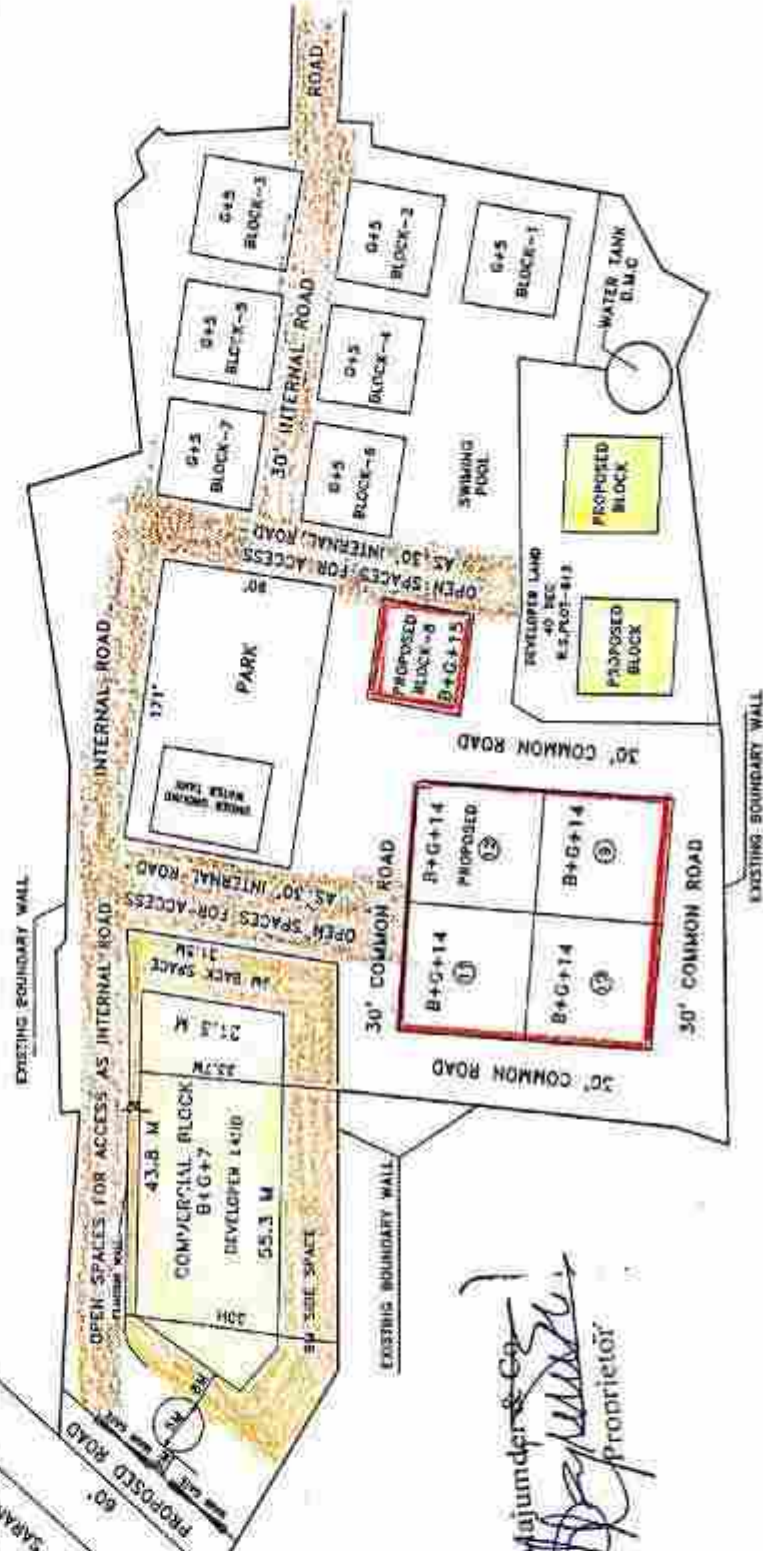
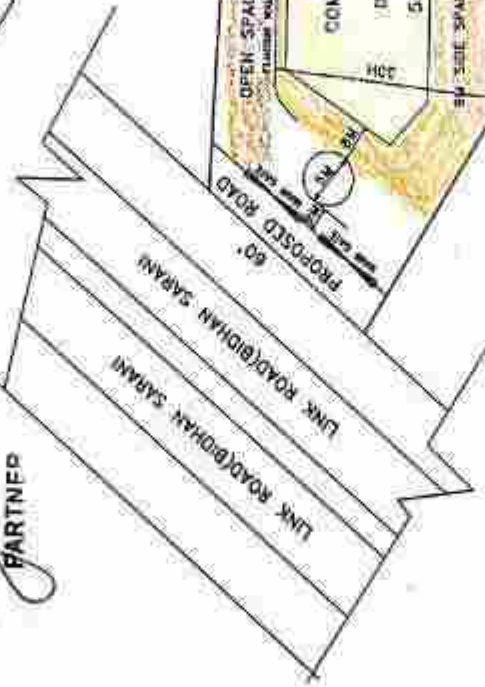
K J Realinfra Pvt.Ltd.

[Signature]
Director

URBANLITE REALITY LLP

Ganesh Yadav
Partner

LAND SCHEDULE			
L.R.PLOT	R.S.PLOT	AREA IN KATHA	
1105	624	22.00	
1125	615	12.90	
TOTAL			34.9



Joy Majumder & Co.
[Signature]
Proprietor

[Signature]

UJJWAL GORAI
LAND SURVEYOR
SL. NO. A/94 OF 2007-2008
(NEHRU YUVA KENDRA-NADIA)
Ichapur, Paschim Bardhaman

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ presentants					
Rajib Das						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
Rajiv Kumar						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
Ganesh Yadav						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						



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



192025260036500091

GRN Details

GRN:	192025260036500091	Payment Mode:	Online Payment
GRN Date:	27/04/2025 07:34:04	Bank/Gateway:	State Bank of India
BRN :	IK0DFIHJU6	BRN Date:	27/04/2025 07:35:22
GRIPS Payment ID:	270420252003650008	Payment Init. Date:	27/04/2025 07:34:04
Payment Status:	Successful	Payment Ref. No:	2001134276/3/2025
			[Query No*/Query Year]

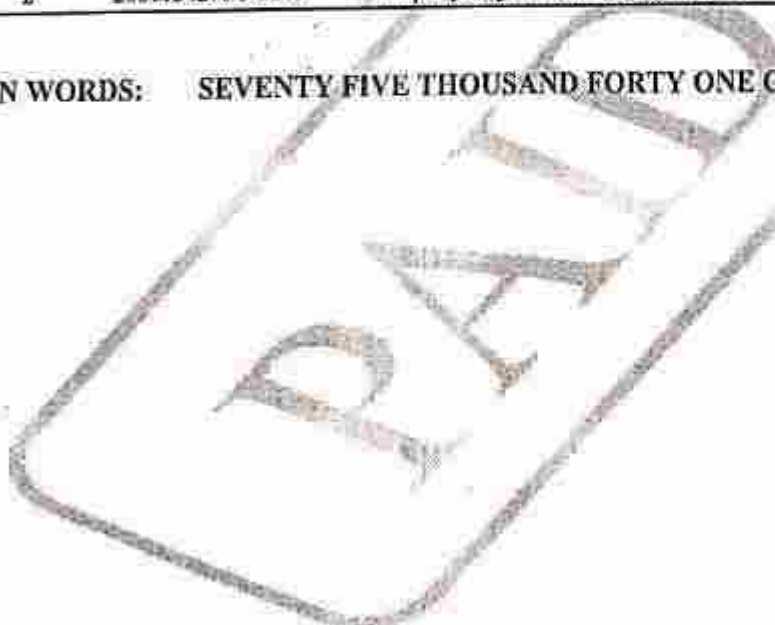
Depositor Details

Depositor's Name:	Urbanlite Realty LLP
Address:	N/12, J N Avenue, City:- , P.O:- Amarabat DURGAPUR, West Bengal, 713214
Mobile:	9434470597
Depositor Status:	Buyer/Claimants
Query No:	2001134276
Applicant's Name:	Mr Rahul Das
Identification No:	2001134276/3/2025
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	27/04/2025
Period To (dd/mm/yyyy):	27/04/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001134276/3/2025	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2001134276/3/2025	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.



Major Information of the Deed

Deed No :	I-1902-04765/2025	Date of Registration	28/04/2025
Query No / Year	1902-2001134276/2025	Office where deed is registered	
Query Date	25/04/2025 4:12:45 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Rahul Das Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027. Mobile No. : 8961940256, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 18,12,45,313/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,040/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Unassessed Road (Dhandabagh), Mouza: Dhandabagh, JI No: 118, Pin Code : 713203

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-1124 (RS :-)	LR-2665	Bastu	Baid	191.275 Dec	8,36,82,813/-	Width of Approach Road: 200 Ft.,
L2	LR-1125 (RS :-)	LR-2665	Bastu	Baid	145 Dec	6,34,37,500/-	Width of Approach Road: 200 Ft.,
L3	LR-1105 (RS :-)	LR-2665	Bastu	Baid	54 Dec	2,36,25,000/-	Width of Approach Road: 200 Ft.,
L4	LR-1131 (RS :-)	LR-3436	Bastu	Baid	4 Dec	17,50,000/-	Width of Approach Road: 200 Ft.,
L5	LR-1132 (RS :-)	LR-3436	Bastu	Baid	3 Dec	13,12,500/-	Width of Approach Road: 200 Ft.,
L6	LR-1130 (RS :-)	LR-3436	Bastu	Baid	17 Dec	74,37,500/-	Width of Approach Road: 200 Ft.,
		TOTAL :			414.275Dec	0 /- 1812,45,313 /-	
		Grand Total :			414.275Dec	0 /- 1812,45,313 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	B G A Realtors P-399, Hemanta Mukhopadhyay Sarani, City:- , P.O:- Sarat Bose Road, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Date of Incorporation:XX-XX-2XX6 , PAN No.: aaxxxxxx4f,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

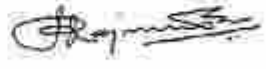
2	Joy Majumder & Co 19, Lake Avenue, City:- , P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Date of Incorporation:XX-XX-1XX8 , PAN No.: aexxxxx3e,Aadhaar No Not Provided by UIDAI, Status :Organization as Confirming Party, Executed by: Representative, Executed by: Representative
---	--

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	KJ Realinfra Private Limited 19, Lake Avenue, City:- , P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Date of Incorporation:XX-XX-2XX1 , PAN No.: aaxxxxxx6l,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
2	Urbanlite Reality LLP N/12, J N Avenue, City:- , P.O:- Amarabati, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713214 Date of Incorporation:XX-XX-2XX3 , PAN No.: aaxxxxxx8f,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Particulars				
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
Shri Rajib Ghose Son of Late Bimlendu Ghose Date of Execution - 28/04/2025 , Admitted by: Self, Date of Admission: 28/04/2025, Place of Admission of Execution: Office			 Captured	
Apr 28 2025 6:49PM		LT	28/04/2025	28/04/2025
P-399, Hemanta Mukhopadhyay Sarani, City:- , P.O:- Sarat Bose Road, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: ajxxxxxx6j,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : B G A Realtors (as Partner)				
2	Name	Photo	Finger Print	Signature
Shri Joydeep Majumder Son of Late Manik Majumder Date of Execution - 28/04/2025 , Admitted by: Self, Date of Admission: 28/04/2025, Place of Admission of Execution: Office			 Captured	
Apr 28 2025 6:48PM		LT	28/04/2025	28/04/2025
66, Humayan Kabir Sarani, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.: aexxxxxx3e,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : KJ Realinfra Private Limited (as Director)				

Name	Photo	Finger Print	Signature
Mr Ganesh Yadav Son of Jiban Yadav Date of Execution - 28/04/2025, Admitted by: Self, Date of Admission: 28/04/2025, Place of Admission of Execution: Office		 Captured	
Apr 28 2025 8:50PM LTI 28/04/2025 28/04/2025			
Bargarla, City:-, P.O:- Dhabani, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713205, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6, PAN No.: afxxxxxx0q, Aadhaar No: 75xxxxxxxx4949 Status : Representative, Representative of : Urbanlite Reality LLP (as Partner)			
Name	Photo	Finger Print	Signature
Shri Joydeep Majumder (Presentant) Son of Late Manik Majumder Date of Execution - 28/04/2025, Admitted by: Self, Date of Admission: 28/04/2025, Place of Admission of Execution: Office		 Captured	
Apr 28 2025 8:40PM LTI 28/04/2025 28/04/2025			
66, Humayan Kabir Sarani, City:-, P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8, PAN No.: aexxxxxx3e, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Joy Majumder & Co			

Identifier Details :

Name	Photo	Finger Print	Signature
Rahul Das Son of N Chandia Das Alipore Judges Court, City:-, P.O:- Alipore, P.S:-Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027		 Captured	
28/04/2025	28/04/2025	28/04/2025	
Identifier Of Shri Rajib Ghose, Shri Joydeep Majumder, Mr Ganesh Yadav, Shri Joydeep Majumder			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	B G A Realtors	KJ Realinfra Private Limited-95.6375 Dec,Urbansite Reality LLP-95.6375 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	B G A Realtors	KJ Realinfra Private Limited-72.5 Dec,Urbansite Reality LLP-72.5 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	B G A Realtors	KJ Realinfra Private Limited-27 Dec,Urbansite Reality LLP-27 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	B G A Realtors	KJ Realinfra Private Limited-2 Dec,Urbansite Reality LLP-2 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	B G A Realtors	KJ Realinfra Private Limited-1.5 Dec,Urbansite Reality LLP-1.5 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	B G A Realtors	KJ Realinfra Private Limited-8.5 Dec,Urbansite Reality LLP-8.5 Dec

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Unassessed Road (Dhandabagh),
Mouza: Dhandabagh, JI No: 118, Pin Code : 713203

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1124, LR Khatian No:- 2665	Owner:বিক্রম প্রিয়দর্শিনী বর্দলৈ, Gurdian:বিক্রম প্রিয়দর্শিনী বর্দলৈ, Address:বিক্রম প্রিয়দর্শিনী বর্দলৈ, জমিদারি-২৯ Classification:বাকি Area:2.02000000 Acre,	B G A Realtors
L2	LR Plot No:- 1125, LR Khatian No:- 2665	Owner:বিক্রম প্রিয়দর্শিনী বর্দলৈ, Gurdian:বিক্রম প্রিয়দর্শিনী বর্দলৈ, Address:বিক্রম প্রিয়দর্শিনী বর্দলৈ, জমিদারি-২৯ Classification:বাকি Area:1.45000000 Acre,	B G A Realtors
L3	LR Plot No:- 1105, LR Khatian No:- 2665	Owner:বিক্রম প্রিয়দর্শিনী বর্দলৈ, Gurdian:বিক্রম প্রিয়দর্শিনী বর্দলৈ, Address:বিক্রম প্রিয়দর্শিনী বর্দলৈ, জমিদারি-২৯ Classification:বাকি Area:0.54000000 Acre,	B G A Realtors
L4	LR Plot No:- 1131, LR Khatian No:- 3436	Owner:বিক্রম প্রিয়দর্শিনী বর্দলৈ, Gurdian:বিক্রম প্রিয়দর্শিনী বর্দলৈ, Address:বিক্রম প্রিয়দর্শিনী বর্দলৈ, Classification:বাকি, Area:0.04000000 Acre,	B G A Realtors
L5	LR Plot No:- 1132, LR Khatian No:- 3436	Owner:বিক্রম প্রিয়দর্শিনী বর্দলৈ, Gurdian:বিক্রম প্রিয়দর্শিনী বর্দলৈ, Address:বিক্রম প্রিয়দর্শিনী বর্দলৈ, Classification:বাকি, Area:0.03000000 Acre,	B G A Realtors

Endorsement For Deed Number : I - 190204765 / 2025

On 28-04-2025

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.

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

Presented for registration at 16:24 hrs on 28-04-2025, at the Office of the A.R.A. - II KOLKATA by Shri Joydeep Majumder.

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 18,12,45,313/-

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

Execution is admitted on 28-04-2025 by Shri Rajib Ghose, Partner, B G A Realtors, P-399, Hemanta Mukhopadhyay Sarani, City:- P.O:- Sarat Bose Road, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN- 700029

Identified by Rahul Das, , Son of N Chandra Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Execution is admitted on 28-04-2025 by Shri Joydeep Majumder, Director, KJ Realinfra Private Limited, 19, Lake Avenue, City:- P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026

Identified by Rahul Das, , Son of N Chandra Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Execution is admitted on 28-04-2025 by Mr Ganesh Yadav, Partner, Urbanlite Reality LLP, N/12, J N Avenue, City:- P.O:- Amarabali, P.S:-New Township, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713214

Identified by Rahul Das, , Son of N Chandra Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Execution is admitted on 28-04-2025 by Shri Joydeep Majumder, Proprietor, Joy Majumder & Co, 19, Lake Avenue, City:- P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026

Identified by Rahul Das, , Son of N Chandra Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/-, I = Rs 55.00/-, M(a) = Rs 21.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/04/2025 7:35AM with Govt. Ref. No: 192025260036500091 on 27-04-2025, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0DFIHJU6 on 27-04-2025, 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 20.00/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 29526, Amount: Rs.20.00/-, Date of Purchase: 28/03/2025, Vendor name: S Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/04/2025 7:35AM with Govt. Ref. No: 192025260036500091 on 27-04-2025, Amount Rs: 75,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0DFIHJU6 on 27-04-2025, Head of Account 0030-02-103-003-02


Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2025, Page from 216571 to 216655
being No 190204765 for the year 2025.



7/02

Digitally signed by SATYAJIT BISWAS
Date: 2025.05.03 12:13:07 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 03/05/2025

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.