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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



AM 115054

3-22
05/08/22

2/2381121/22

Additional Registrar of Assurances-II
Kolkata

Certified that the document is authentic and
the signature of the person whose name is written
on the document is the part of the document
Additional Registrar
of Assurances II Kolkata

05 AUG 2022

THIS INDENTURE OF DEVELOPMENT AGREEMENT is made
on this 5th day of August, Two Thousand Twenty Two (2022)

BETWEEN

28690

27 JUL 2022

DATE

SOLD TO

ADDRESS

RS












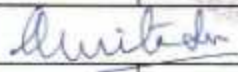











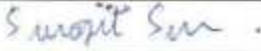











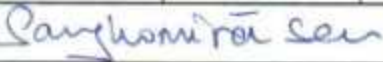
CODE NO. (1067)
LICENCED NO.
20 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (O.S.)
HIGH COURT, KOLKATA-700 001

27 JUL 2022



SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and or purchaser Presentants					
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
Signature : 						
		(Left Hand)				
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		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
Signature : 						
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
Signature : 						

















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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

5 AUG 2022

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants and or purchaser Presentants					
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature : 				
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature :				
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature :				



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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

5 AUG 2022





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

GRN Details

GRN: 192022230091022271
GRN Date: 04/08/2022 15:07:41
BRN : 85286624
Payment Status: Successful
Payment Mode: Online Payment
Bank/Gateway: ICICI Bank
BRN Date: 04/08/2022 15:09:21
Payment Ref. No: 2002381121/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: GOURI SANKAR RANA
Address: KOLKATA
Mobile: 9874363905
Depositor Status: Solicitor firm
Query No: 2002381121
Applicant's Name: Mr GOURI SANKAR RANA
Identification No: 2002381121/1/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002381121/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2002381121/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	150021
Total				225042

IN WORDS: TWO LAKH TWENTY FIVE THOUSAND FORTY TWO ONLY.

(1) **SMT. AMITA SEN**, wife of Late Sibaji Sen, by faith Hindu, by occupation Housewife, citizen of India, residing at 16, Loudon Street (now known as Dr. U. N. Brahmachari Street), Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700 017 and having Income Tax Permanent Account Number BEHPS8010Q and Voter Identity Card Number WB/23/146/081235, (2) **SURAJIT SEN**, son of Late Sibaji Sen, by faith Hindu, by occupation Advocate, citizen of India, residing at 16, Loudon Street (now known as Dr. U. N. Brahmachari Street), Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700 017 and having Income Tax Permanent Account Number LGOPS1656M and Aadhaar Card Number 3976 8898 1572 and (3) **SMT. SANGHOMITRA SEN**, wife of Upayan Sen and daughter of Late Sibaji Sen, by faith Hindu, by occupation Professional, citizen of the United States of America, residing at 310 Dolcetto CT Austin TX 78738 and of 16, Loudon Street (now known as Dr. U. N. Brahmachari Street), Post Office Circus Avenue, Police Station Shakespeare Sarani, Kolkata 700 017 and having Income Tax Permanent Account Number BWDPS1973C and Overseas Citizen of India Card Number A3353635 and hereinafter collectively called "**THE OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context, be deemed to include their respective heirs, heiress, successors, executors, administrators, legal representatives, agents and assigns) of the **ONE PART**

AND

ORBIT TIRUPATI TOWERS PRIVATE LIMITED, (CIN-U45201WB1996PTC077613, **PAN-AABCT0495N** a company, within the meaning of the Companies Act, 2013, having its registered office at No. 1, Garstin Place, Post Office- General Post Office, Police



Station Hare Street, Kolkata 700 001 represented by its Director Sri **Vijay Narayan Rathi**, son of Late Satya Narayan Rathi, **PAN** No. ADKPR4359L and Aadhaar No. 802144673611, Nationality - Indian, by faith-Hindu, by occupation-businessman, of 1, Garstin Place, Post Office General Post Office Kolkata, Police Station Hare Street, Kolkata - 700 001 WB, India, hereinafter referred to as "**THE DEVELOPER**" (which expression shall, unless excluded by or repugnant to the subject or context, be deemed to include its successors, successors-in-interest, agents and assigns) of the **OTHER PART**.

WHEREAS:

I. By a registered Sale Deed and/or Conveyance dated May 16, 1956, Smt. Bhagawati Mullick and Shri Sasadhar Mullick of the First Part and Sri Ashok Krishna Dutta, a Receiver, appointed in Suit No. 743 of 1949, filed before the Hon'ble High Court at Calcutta, as referred to therein, sold, conveyed and transferred and the said Receiver duly confirmed and assured unto, and in favour of Sri Satyendra Nath Sen, two storied brick built building and other structures together with piece and parcel of the land, ad-measuring an area of 1 Bigha, 1 Cottah, 5 chittacks and 12 sq. ft. more or less, situate lying at being premises No. 16, Loudon Street (now known as Dr. U. N. Brahmachari Street), being part of the Holding No.15, Block - V and VI for the consideration stipulated therein, more fully particularized in Schedule A (hereinafter referred to as the "**said premises**").

II. Since then, the said Sri Satyendra Nath Sen was, until such time hereinafter mentioned, absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises,



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as the sole and absolute owner thereof, after mutating his name in the records of the Calcutta Municipal Corporation.

III. On or about April 5, 1988, the said Satyendra Nath Sen expired, leaving behind him a **Will** dated February 11, 1987 bequeathing the said premises absolutely to his son Sibaji Sen. The said Will was duly probated by the Hon'ble High Court at Calcutta on or about March 29, 1989, in the **Probate Case** No. 48 of 1989, in terms whereof, the said Sibaji Sen became the sole Executor and the residuary legatee of the Estate of the said Sri Satyendra Nath Sen.

IV. The said Sibaji Sen in his capacity as the sole executor assented to the legacy in favour of himself as a beneficiary and legatee under the said Will in respect of the said premises. Accordingly, the aforesaid Sibaji Sen became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises, as the sole owner thereof, after mutating his name in the records of the then Calcutta Municipal Corporation and has been, and still is, duly paying the current rates and taxes to the Kolkata Municipal Corporation bearing Assessee No. 11-063-1600-11-6.

V. Thereafter, pursuant to the negotiations had by and between the said Sibaji Sen and Shri Basant Kumar Parakh in December, 2013 the said Sibaji Sen and Orbit Projects Private Limited ("Orbit") entered into a MEMORANDUM OF UNDERSTANDING (MOU); inter-alia, on the terms and conditions as embodied therein and upon payment of Rs.1,50,000,00.00 (Rupees One Crore Fifty lacs) only on December 30, 2013 as interest free 1st installment of the security deposit. Steps were taken by Orbit in terms of the MOU. Subsequently, Orbit transferred its rights and benefits in the Project to the Developer herein on a slump sale basis as a going concern on



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"as is where is basis" on the terms and conditions recorded in an Agreement made between them. Orbit has issued a letter intimating the aforesaid transfer to the Owners and requesting them to execute and register the Development Agreement as also the Power of Attorney in favour of the Developer herein without Orbit being required to be a party thereto since the Developer herein has now become the developer of the Project in the place of Orbit. The Developer herein also countersigned the said letter by way of its confirmation and acceptance of the above. Accordingly, Orbit shall not have any further involvement with the Project in any manner whatsoever.

VI. The said Sibaji Sen died intestate on 19th January, 2020 leaving behind his wife Smt. Amita Sen, his son Surajit Sen and his daughter Smt. Sanghomitra Sen (being the Owners herein) as his only heirs and legal representatives who accordingly inherited and became the absolute lawful owners of the said premises each having an undivided one third share therein. The said premises has been mutated in the names of the Owners herein in the records of the Kolkata Municipal Corporation as the absolute owners thereof.

VII. The detailed terms and conditions regarding the development of the said premises have been further discussed and finalized between the parties and accordingly the parties have decided to substitute and/or replace the earlier MOU with this detailed Development Agreement which shall henceforth be the only binding document between the parties.

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



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1. In this Agreement, unless otherwise excluded by or repugnant to the context, the expressions shall have the following meaning –

DEFINITIONS

i) **THE OWNERS** shall mean the said Smt. Amita Sen, Surajit Sen and Smt. Sanghomitra Sen including their respective heirs, heiress, successors, executors, administrators, legal representatives, agents and assigns, being the absolute lawful owners of the said premises, inter-alia, having exclusive right to own, hold, use of benefits and enjoy, and to develop, convey, transfer and/or otherwise dispose of the said premises.

ii) **DEVELOPER** shall mean the said M/S. ORBIT TIRUPATI TOWERS PVT. LTD. including its successors, successors-in-interest, agents and assigns having CIN U45201WB1996PTC077613, PAN No. AABCT0495N having its registered office at No. 1, Garstin Place, Kolkata – 700 001, who inter-alia, is engaged in developing residential buildings.

iii) **PREMISES** shall mean All that the entire premises No. 16, Loudon Street, Kolkata-700 017, (now known as Dr. U. N. Brahmachari Street), containing an area of revenue redeemed land, ad-measuring an area of 1 Bigha 1 Cottah 5 Chittacks and 12 square feet, more or less, in Ward No. 63 of the Kolkata Municipal Corporation, together with the existing two storied residential building and other constructions (out-houses) standing thereon and/or on part thereof, as fully described in the **Schedule A** hereunder written.

iv) **ARCHITECT/ENGINEERS**



- a) At the proposal of the DEVELOPER and with consent of the OWNERS, the Developer herein has appointed **Mr. Hafeez Contractor**, working for gain at No. 29, Bank Street, Fort, Mumbai - 400 023, for making architectural plan for the Project, drawing and design, for erection and construction of the proposed residential building.

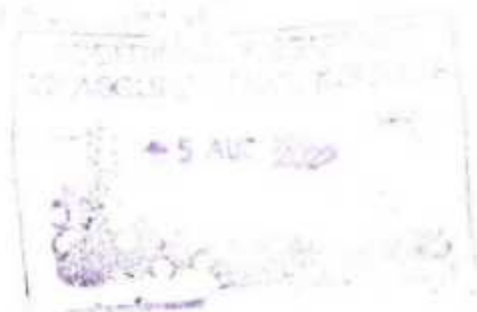
Provided, however, the said Developer shall be at liberty to include in its Architects team M/s. Sanon Sen & Associates, Architects and Engineers of No. 5, Russel Street, Kolkata - 700 071.

- b) The terms and conditions on which both the aforesaid architects have been appointed have been negotiated and finalized by the Developer who shall be responsible for making payment of all fees to the aforesaid Architects without any liability of the Owners.
- c) The Developer in consultation with the Owners may appoint such other architects, engineers, consultants, contractors, sub-contractors, agents etc. for the purpose of development of the said Premises and construction of the Residential Building as may be deemed necessary from time to time and shall be liable to make payment of all fees and charges to them without any liability of the Owners.

- v) **RESIDENTIAL BUILDING** shall mean: the proposed residential building to be erected and constructed by the DEVELOPER on the aforesaid premises, and the proposed building shall be constructed as per the Plans to be sanctioned by the Kolkata Municipal Corporation and with good/best quality materials. In addition thereto, a schedule of the indicative specifications of the proposed residential building, is mentioned in **Schedule 'B'** hereunder which may be modified as per the suggestions/approval of the Architects and/or by the Developer unilaterally from time to time.



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Notwithstanding the above, it is made clear that the Developer shall be entitled to vary the specifications mentioned in Schedule B in respect of the Owners' Allocation or portion thereof as may be mutually agreed by and between the Owners and the Developer.

vi) **LAND** available at the site, situate at 16, Loudon Street (now known as Dr. U. N. Brahmachari Street), is 1 Bigha, 1 Cottah, 5 chittacks and 12 square feet more or less, as fully stated in Schedule "A" hereunder;

vii) **UNITS** shall mean the self contained independent residential flats/units/apartments/constructed spaces and other spaces in the said Residential Building and the said Premises and capable of being independently used, occupied and enjoyed;

viii) **CARPET AREA** shall have the meaning assigned to it under the Real Estate (Regulation and Development) Act, 2016;

ix) **COMMON PORTION/COMMON AREA** shall mean the portions of the aforesaid proposed residential building for common use of the Owners, Developer, their nominees and transferees;

xi) **PLANS** shall mean the Architectural and all other plan or plans, or site plan, all requisite designs, drawings, structural drawings with seismic code compliant design, calculation and stability as also other requisite calculations and specifications of the residential building as shall be sanctioned by the Kolkata Municipal Corporation including modifications, variations, amendments, revisions, extensions, renewals, etc. thereof, if any, which may be made, from time to time;



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— 11 — 5 AUG 1979

xii) **CONSTRUCTED SPACE** shall mean the space or spaces in the residential building available for independent use, enjoyment and occupation, as per the sanction plan and the agreement herein entered into.

xiv) **OWNERS' ALLOCATION** shall mean 60% (sixty percent) of the total erected and constructed space in the said residential building and 60% (sixty percent) of the covered and open Car Parking Spaces together with an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Land comprised in the said premises and together with an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Portion/Area.

xv) **DEVELOPER'S ALLOCATION** shall mean 40% (forty percent) of the total erected and constructed space in the said residential building and 40% (forty percent) of the covered and open car parking spaces as also the entire additional/further constructions/FAR to be obtained as per Clause 30 below together with an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Land comprised in the said premises and together with an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Portion/Area;

xvii) **F.A.R.** shall mean floor area ratio being the quotient obtained by dividing the total constructed area on all the floors of the building by the area of the plot, i.e. total floor area on all the floors which is at present 2.5 (two point five) on the existing road width.

xviii) **SPECIFICATION** shall mean and include the specifications of the Residential Building, stated in the **Schedule 'B'** hereunder written.



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xix) **SECURITY DEPOSIT**

- a) A deposit of Rs. 4,00,00,000.00 (Rupees Four Crores) only, interest free, shall be paid to the Owners for due performance of the contract.
- b) The aforesaid Deposit of Rs. 4,00,00,000.00 (Rupees Four Crores) only, is payable in the following manner –
 - i) A sum of Rs.1,50,00,000.00 (Rupees One Crores fifty lacs) only has already been deposited with the Owners prior to signing of this Agreement;
 - ii) A further sum of Rs. 1,00,00,000.00 (Rupees One Crore) only shall be deposited within 7 (seven) days of execution of this Agreement.
 - iii) The balance sum of Rs. 1,50,00,000.00 (Rupees One Crore Fifty Lakhs) only shall be deposited against hand over of physical possession of the said Premises to the Developer by the Owners for development after sanction of the Building Plans by the Kolkata Municipal Corporation.
 - iv) In default of or belated payment of installment dues, if any, the interest at the rate of 9 per cent per annum shall be payable, in addition to the installment dues to the owners.

XX. **PROMOTER:** shall have the meaning assigned to it under the Real Estate (Regulation and Development) Act, 2016.

XXI. **Name of the building:** - Name of the residential building shall be mutually decided by the Owners and the Developer but should have a prefix as "Orbit"



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2. **Principal obligations of the Owners:-**

- i) **Title:** The Owners shall ensure that their title to the said premises continues to remain good and marketable and free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and lis pendens till the completion of the project by obtaining completion certificate from K.M.C and the transfer of units and that it is approved by the banks. The Owners shall forthwith rectify/remedy any defects or deficiencies, if any, found in the title and resolve any issue that may arise regarding title or any encumbrance, etc. at their own costs and keep the Developer fully indemnified in this regard;
- ii) **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all approvals required for development of the said premises and to sign all documents and papers that may be required for the same;
- iii) **Documentation and information:** The Owners undertake to provide the Developer with necessary documentation and information relating to the said premises as may be required by the Developer or its nominees or assigns from time to time;
- iv) **No obstruction to Developer:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or



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exercising its rights and entitlements under this Agreement;

- v) **No dealing with the said premises:** The Owners hereby covenant not to sell, transfer, convey, let out, grant lease, mortgage and/or create charge, and/or otherwise deal with or dispose of the said premises or any portion thereof save in the manner agreed upon under this Agreement;
- vi) **Adherence by the Owners:** The Owners have assured the Developer that they shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

3. The aforesaid Owners have represented unto the said Developer and indemnify the Developer in respect of the following:

- (a) That the Owners in their personal individual capacities are the absolute owners of the said premises situate at No. 16, Loudon Street, Kolkata-700 017 (now known as Dr. U. N. Brahmachari Street) with a good and marketable title;
- (b) The Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976 has issued a No Objection Certificate dated 8th June, 2022 bearing no. 838/ULC/Kolkata/2022 under Rule 4(4) of the Kolkata Municipal Corporation Building Rules, 2009 and consequently no part or parcel of the land contained in the said premises is excess vacant land within the ambit and meaning of the Urban Land (Ceiling & Regulation) Act, 1976 (the said Act of 1976).
- c) The aforesaid premises is free from all encumbrances, charges, liens, claims, demands, mortgages, leases,



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tenancies, licenses, occupancy rights, executions, acquisitions, requisitions, alignments, vestings, trusts, debutters, prohibitions, restrictions, restrictive covenants, easements, liabilities and attachments whatsoever;

- d) The said premises is not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise and the owners have not received any notice of acquisition or requisition of the said premises or any part thereof from the Kolkata Municipal Corporation or from any other statutory authorities;
- e) The owners are in physical possession of the entirety of the said premises which is butted and bounded on all four sides by boundary walls and the Owners have not entered into any agreement, arrangement or understanding, now in force, in respect of the said premises with any other person(s) for sale or development thereof and have not granted any tenancy, lease, license or permissive use of any portion of the said premises;
- f) That the owners' names have been duly mutated in the records of the Kolkata Municipal Corporation under Assessee No. 11-063-1600116 as the absolute owners of the said premises and all the municipal rates and taxes in respect of the said premises have been duly and fully paid upto 30th September, 2022.
- g) No suit and/or other legal proceeding has been filed regarding the said premises or any portion thereof and the Owners are not suffering from any disability or injunction or restraining order passed by any Court or any statutory authority or by any Revenue Authority, and that, they are fully entitled to enter into this



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agreement with the Developer for the development of the said premises;

- h) The original documents of title in respect of the said premises have been, and are, in the custody of the owners and they are the custodian thereof, in their own right as absolute owners of the said premises. They shall give access to the documents of title to the developer and/or its nominee(s) as and when necessary.
- i) The owners have not done any act, deed or thing which, in any way, hinder or restrict the Owners from entering into this Agreement with the Developer and/or granting the exclusive right to the Developer to develop the said premises including erection and construction of the Residential Building and selling the Developer's Allocation in terms of this Agreement;
- j) The Owners shall be represented by Mr. Surajit Sen for all matters relating to the said premises and this Agreement and his acts and decisions shall be binding on all the Owners.

4. Indemnity by the Developer: The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether civil or criminal) whatsoever suffered by the Owners relating to, and connecting with the construction of the Residential Building and/or arising due to any damage caused to any neighbouring building(s) while carrying out construction on the said Premises and/or arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of



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any accident due to negligence of the Developer during development and construction and/or arising due to any act, omission, breach or default of the Developer.

4A. **Indemnity by the Owners:** The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by the Developer and/or its representative, agents, nominees and/or assigns relating to and connecting with the ownership and title of the said premises and/or arising from any breach of this Agreement by the Owners and/or arising from any defect/deficiency in title of the said premises and/or any encumbrance, etc. and/or arising from any of the declarations, representations, agreements and assurances made or given by the Owners being incorrect and/or arising due to any act, omission, breach or default of the Owners.

5. **The Developer has, further represented unto the Owners, as follows:**

- a) The Developer has access to sufficient infrastructure and financial resources and is capable of carrying out the construction and development of the proposed Residential Building and can construct and complete the same in terms of this Agreement;
- b) The Developer has undertaken and assured that it shall not assign this development agreement to any outside third parties or execute the project along with any outside third parties without the written consent of the Owners, until such time the peaceful possession of the Owners' Allocation is given to the owners in terms of this agreement provided

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however that no consent shall be necessary in case of the Developer assigning this Agreement in favour of any of its Group Company/LLP/Entity, that is, any Company/LLP/Entity under the management and control of Orbit Group.

- c) The Developer shall not create any mortgage, or charge or pledge or hypothecate or create any lien on the Owners' Allocation.
 - d) The Developer does not suffer from any legal bar or impediment – financial or otherwise – to enter into this agreement for erection and development of the Residential Building, and that, the Developer has full right, power and authority to enter into this agreement on its own and the Developer has authorized its Director Mr. Vijay Narayan Rathi, to enter into this agreement on its behalf and to do all other acts necessary for execution of the Residential Building;
 - e) The Developer shall be represented by Mr. Basant Kumar Parakh as a Director of Orbit Tirupati Towers Private Limited for all matters relating to the said premises and this Agreement and his acts and decisions shall be binding on the Developer.
6. It is specifically recorded that relying on the aforesaid respective assurances of each other, both the parties herein have agreed to enter into this agreement for erection, construction and development of the said premises, inter-alia, on the terms and conditions and for consideration stated herein. The relationship between the Owners and the Developer shall be governed by this Development Agreement and both parties agree to comply with and abide by the relevant laws, as applicable to each of them and/or their respective allocations as also the Project being developed under



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this Development Agreement in the manner that there is no adverse effect upon the Project.

7. The aforesaid Owners confirm having appointed and/or do hereby appoint, permit and allow and grant exclusive right to the Developer to develop, erect and construct the said Residential Building, situate at 16, Loudon Street (now known as Dr. U. N. Brahmachari Street, Kolkata), at the Developer's own costs and expenses, as fully embodied in this Agreement and to market, sell and transfer the Developer's Allocation and appropriate the entire consideration for the same.
- 8(i) Simultaneously with the execution of this Agreement, the Owners have granted to the Developer and its authorized representatives a "Power of Attorney" for the purpose of, inter-alia, getting the building plans sanctioned, obtaining all necessary approvals for the project and for booking and sale and transfer of the Developer's Allocation only and to do all acts, deeds and things mentioned herein.
- 8(ii) Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that they shall execute all necessary papers, documents, plans, etc. for enabling the Developer to perform its obligations and exercise all its rights and entitlements under this Agreement.
9. The parties herein mutually agree that the Residential Building shall be planned, developed and constructed/erected in a scheme and in the manner stated in the succeeding subparagraphs:-



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- i) The Architects, shall **prepare and finalize** the architectural and all other plans, drawings, elevations and design and other relevant calculations after ascertaining the requirements of the Owners and the Developer within a reasonable time.
- ii) Upon finalization of the designs and plans the Developer through the Architects appointed/to be appointed by it shall commence the processing of the said building plans for procuring and/or obtaining **requisite sanctions/permissions** from the Kolkata Municipal Corporation and other authorities and applying for and obtaining other necessary approvals, permissions, clearances, no objections, registrations, licenses, etc. The Owners shall fully co-operate with the Developer regarding the same and sign all papers, applications, plans, documents, etc. that may be required.
- iii) Within 1 (one) month of sanction of the building plans from the Kolkata Municipal Corporation, the Owners shall hand over vacant possession of the said Premises to the Developer for the purpose of demolition and construction. The Developer shall take steps for starting **demolition** of the existing buildings and removal of debris within 3 months of the Owners handing over vacant possession of the said Premises to the Developer and complete the demolition within 3 months thereafter. The demolition contractor shall be mutually decided by the Owners and the Developer. However, the owners shall be exclusively entitled to the **net sale proceeds of the debris** of the existing building after adjustment of the demolition costs and expenses.



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- iv) Prior to the commencement of the demolition work of the existing buildings and structures, the Developer shall arrange for **alternative accommodation** for the owners during the period of construction until such time, the Owners' Allocation or part thereof is made ready for shifting back of the Owners with Completion Certificate. Alternative accommodation shall be arranged in consultation with the Owners. The charges for the **alternative accommodation** shall be paid by the Developer while the electricity charges and other user/utility charges shall be paid by the Owners. In the event the Owners require any additional storage space for their belongings then at the written request of the Owners, the Developer shall assist the Owners in arranging for such additional storage space and all charges for such additional storage space shall be borne and paid by the Developer.
- vi) It is hereby agreed by and between the parties herein that the Owners shall pay all the municipal **rates** and **taxes** and **outgoings** to the Kolkata Municipal Corporation, relating to the period until such time, possession of the old building is given to the Developer for demolition. Thereafter, all the municipal rates, taxes and outgoings in respect of the said premises and the proposed Residential Building till the date of grant of the Partial/Full Completion Certificate by the Kolkata Municipal Corporation shall be shared by the Owners and the Developer in the ratio of their respective allocations and thereafter from the date of grant of the Partial/Full Completion Certificate the municipal rates, taxes and outgoings shall be borne, paid and discharged by the respective flat buyers/owners which shall include the Owners herein in respect of the Owner's Allocation;



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- vii) The Developer shall be liable to apply for **electricity connection** with requisite load as also all the internal wirings points, switches etc., in the Residential Building subject to payment of the security deposits and service charges and other costs, charges and expenses to CESC Ltd. by the respective flat buyers including the Owners herein. The deposits to be made for stand-by generator and to be made to CESC Ltd. for step-down transformer and/or cables and/or service lines for the proposed Residential Building shall be borne and paid by the respective flat buyers including the Owners herein;
- viii) After obtaining sanction of Building Plans and the Approvals, the Developer shall take steps for obtaining the registration and/or approval of the Project from the concerned authority under the Real Estate (Regulation and Development) Act, 2016 and/or any other applicable real estate law (hereinafter referred to as "the New Real Estate Law") in accordance with law and all costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the Developer. The Owners shall fully co-operate and assist the Developer regarding the above and shall sign and provide all necessary papers, documents and information. The Owners shall be responsible at their own costs for timely compliance of all obligations and liabilities of the Owners under the New Real Estate Law and to answer and satisfy all queries, questions, requisitions, etc. raised by the concerned authority relating to the title of the said Premises for grant of registration and/or approval and/or otherwise. In case any insurance regarding the title of the said Premises is required to be obtained in accordance with law then the same shall be



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obtained and renewed from time to time by the Owners at their own costs, charges, expenses, etc. including payment of premium. The developer shall facilitate the Owner in fulfilling their obligations towards RERA.

- ix) The Developer, after completion of the erection and construction of the Residential Building in all respects as mentioned above, take steps for applying in the names of the owners for grant of the 'Completion' / 'Occupancy Certificate' as well as 'approved completion plans', in accordance with the provisions of the K.M.C. Building Rules.
- x) The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- xi) The Developer shall take out necessary insurance(s) during the period of construction on the said Premises.

10. The Owners shall be solely entitled to the Owners' Allocation as the absolute owners thereof with full and exclusive right to use, enjoy and transfer the same. Upon receiving a written intimation (with a copy of the Completion/Occupancy Certificate) from the Developer, the Owners shall take possession of the Owners' Allocation from the Developer within 60 days from the date of such written intimation. In case the Owners fail to take possession within the time provided above, the Owners shall be liable to pay a sum of Rs. 3,00,000/- per month as Holding Charges till the date when actual possession is taken by the Owners.



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11. Similarly, the Developer shall be solely entitled to the Developer's Allocation as the absolute owner thereof with full and exclusive right to use, enjoy and transfer the same. Accordingly, the Developer shall be free to sell, transfer and convey the Developer's Allocation or any portion thereof to intending buyers and the entire sale proceeds of the Developer's Allocation shall belong exclusively to the Developer. The Project shall be marketed by the Developer who shall decide the marketing strategy, budget, selection of publicity material, media, etc. The logo of the Developer shall appear in all marketing materials and advertisements.

12. It is agreed by and between the parties herein that the entire costs from commencement of the project including sanctioning of the building plans of the aforesaid residential building, erection and construction and obtaining of 'completion / occupancy certificate' including incidental expenses for the 'approved completion plans' and connection with municipal water mains and sewer shall be borne by the Developer exclusively.

13 i) Notwithstanding the fact that the Developer shall pay the Architects and other Engineers/professionals costs, fees, charges and expenses, as aforesaid, nevertheless, the Architects and other Engineers/professionals shall take into consideration the views of both the 'Owners' as well as the 'Developer'.

ii) It is agreed that the Architects or other Engineers and professionals shall not claim any proprietary right or title or interest or claim any lien, once, the Kolkata Municipal Corporation accords its sanction to the residential building or claim any intellectual proprietary right or copy right or design, etc. over, and in respect of, the plans, designs calculation etc. of the residential building and the



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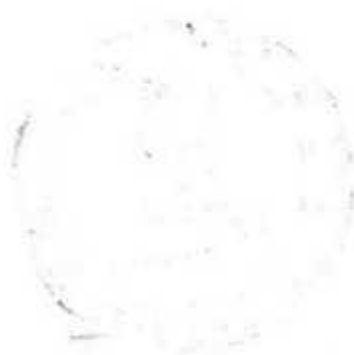
same shall be vested jointly with the Owners and the Developer and/or their nominees.

14. All Original Title Documents in respect of the said premises shall be produced by the Owners before the Developer and all concerned authorities for the purpose of sanctions, approvals, construction, etc. and inspection shall be allowed of the same to the banks, financial institutions, flat buyers and/or their Advocates including for the purpose of housing loan that may be taken by the flat buyers.

15. The Developer may arrange for financing of the Project (Project Finance) by any Bank/Financial Institution/NBFC/ other entity (Financier) against the Developer's Allocation only and without affecting the Owners' Allocation in any manner. The Owners shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same and the Developer hereby indemnifies and agrees to keep indemnified the Owners against any claim, liability or loss whatsoever relating to Project Finance. The Owners shall also sign or cause to be signed necessary documents (if required by the Financier) for enabling the Developer to avail Project Finance.

16. After the sanction of the building plan the respective allocations of the Owners and the Developer shall be identified and demarcated by the Developer on the following basis:-

- i) The Residential Building shall be shared by and between the Owners and the Developer and/or its nominee(s) as per their respective allocations mentioned in Clauses 1(xiv) and 1(xv) hereinbefore.



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- ii) It is, however, clarified, that, while computing the Owners' Allocation to be allotted to the Owners, the same shall include all areas allotted to the Owners and their family.
- iii) Covered and open Car Parking Spaces shall be also, proportionately divided and distributed between the Owners and Developer;

17. It is also agreed and understood by and between the parties herein that -

- i) If after identification and demarcation made by the Developer, as aforesaid, any 'fraction' remains to be settled, the parties herein agree to recompensate the other party for the said fraction at the market value;
- ii) The Owners by themselves and/or through their Constituted Attorney shall sign the building plan, as finalized by the Architects, enabling the Developer to process the said plan case with KMC and other authorities with the active aid and assistance from the other agencies to be appointed by the Developer;

18. The Developer shall be responsible for development and construction of the buildings and marketing and sale of the Developer's Allocation and shall appoint all consultants, professionals, contractors, etc. for the same at its own costs. In the event any area out of the Owners' Allocation is marketed and sold by the Developer then the Owners shall pay to the Developer 5 percent of the sale consideration of such area as the mutually agreed marketing costs and brokerage payable to the Developer.

19. The Developer shall obtain all Approvals required from various Government authorities to commence, execute and complete the Project. The Owners shall fully assist and co-operate with the



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Developer in this regard and shall sign all applications, documents and papers that may be required for the same.

20. The top three floors containing residential units of the Residential Building is proposed to be constructed for allotment to the Owners as the Owners' Allocation which shall be jointly owned by the Owners and in respect of which the owners shall have exclusive use and occupation and exclusive right, title and interest. The specifications and the plans for the same shall be decided mutually between the parties and may not be similar to the specifications mentioned in this Agreement.

21. The parties to the agreement agree that the entire Residential Building shall be exclusively built for residential purpose, use and occupation and suitable negative covenants shall be incorporated by the Developer for its nominee(s) to make the proposed Residential Building for residential use and occupation purpose only as per sanctioned plan.

22. It shall be the Owners' obligation, duty and responsibility to sign, execute and register the Deeds of Conveyance and other necessary documents in favour of the nominees and/or buyers of the Developer's Allocation as per the desires of the Developer.

23. While the residential building shall be owned and used by both the Owners and the Developer and/or its nominee(s), however, in respect of the "common area", the same shall be used proportionately and/or corresponding to the areas of the respective flats/units area, and the said land shall always remain indivisible, undivided and impartible;



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24. It is, further, agreed that the Developer shall render full assistance and facilitate, the apportionment of the aforesaid residential building and shall facilitate all the parties to effect mutation with Kolkata Municipal Corporation and/or other authorities, as the case may be. The costs, charges and expenses for apportionment and mutation shall be borne and paid by the respective purchasers and the Owners in respect of their respective Units;

25. Both the parties to this agreement expressly agree that the 'time' is essence of the contract, in as much as, the Owners and their family will be shifted from their ancestral home to the alternative accommodation leading to a great dislocation, while the Developer increasingly will face the interest burden as well as costs over-run. In the premises, it is agreed, after the demolition of the old buildings including the sale of debris and making over vacant possession of the land to the Developer, the project shall be completed within a period of 4 (four) years from commencement of foundation along with a grace period of 12 (twelve) months only subject to Force Majeure and/or reasons beyond control of the Developer.

26. In the event of delay not attributable to Force Majeure and/or reasons beyond control and/or any act, omission or default by the Owners, but due to any willful delay by the Developer, then the Developer shall be liable to pay compensation, as liquidated damages, to the owners @ Rs. 3,00,000/- per month.

27. Without prejudice to the aforesaid covenants and clauses, stated above, the 'time' shall be automatically extended to the Developer in the event of force-majeure. Force Majeure shall mean and include an event preventing a Party from performing any or all of its obligations under this Agreement including which arises from, or



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is attributable to Acts of God, natural calamities, unforeseen occurrences, acts, events, omissions or accidents or reasons beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, tempest, fire, explosion, earthquake, subsidence, pandemic, epidemic or other natural physical disaster, war, military operations, riot, crowd disorder, strike, lock-outs, lockdown, curfew, any other restriction imposed by the Government, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material, delays due to municipal elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

- 28.(i) In case of **abandonment** or **defect** or **any other breaches**, arising out of this agreement for Development and/or construction of the project to comply with or perform- contractually or otherwise negligently- and/or carelessly in complying with any of the terms and conditions, fully stated hereinbefore by the Developer, the Owners shall serve **two month's notice** to the developer, calling upon it to diligently proceed with the construction and development of the project and to remedy the said breaches within two months from the date of receipt of the notice.
- ii) However, **if despite** service of such **notice**, the Developer shall fail and neglect to proceed with the development and construction of the project or to remedy the said breaches within the period to be stipulated by the owners, then, and in that event, the owners shall be entitled to seek specific performance or claim damages from the Developer.



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29.(a) The parties shall bear and pay their respective direct and indirect taxes including income tax and goods and services tax regarding their respective allocations and shall keep the other party indemnified regarding the same. It has been mutually agreed by and between the parties herein that the Goods and Services Tax Act, 2017 (Act No. 12 of 2017), if any, applicable, in respect of the development and/or the Project shall be paid by the respective parties, to the extent the same is attributable to their respective allocations;

(b) The parties shall be respectively responsible for their respective obligations and compliances in respect of the above.

(c) The GST in respect of Owners' Allocation shall be payable by the Owners to the Developer irrespective of whether the Owners would retain or sell the same and the Owners shall keep the Developer indemnified regarding the same.

30. Any additional/further constructions that are permissible on the said premises due to any additional FAR (that is, FAR in addition to the standard FAR of 2.5) or compliance by the Developer and/or due to benefit under any special provision such as Green Building Certification, Metro or any other scheme or otherwise, then all such additional/further constructions in respect of the additional FAR shall be made by the Developer at its own costs and all fees, charges including the cost of sanction and construction for such additional/further constructions/FAR shall be borne and paid solely by the Developer And such additional/further constructions/FAR shall belong solely to the Developer and form part of the Developer's Allocation. Such additional FAR may be obtained by the Developer either at the time of initial sanction of the building plan and/or subsequently at any future time.



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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
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31. The parties shall frame a scheme for the management and maintenance of the residential building. Initially the maintenance of the residential building including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("Maintenance Charges"). At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the flat buyers shall be represented on such body.

32. The Developer shall be solely entitled to collect in respect of all Units of the Residential Building including the Owners' Allocation all additional charges, expenses and/or deposits which shall belong exclusively to the Developer and shall include corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses, Maintenance Charges and deposits for the same, Municipal Taxes and deposits for the same, purchase and installation of generator, deposits demanded by the electric supply authority and other agencies as also the charges and expenses for HT electric equipment and cabling, air conditioning charges, Project Advocates' Fees, charges for additional work and amenities that may be provided in addition/modification of the specifications agreed with the Transferees, charges, outpocket expenses and fees payable for changes/ regularization/ completion under applicable Rules or provisions, etc. The Owners shall pay the additional charges, expenses and/or deposits in respect of any unsold or retained unit comprised in the Owners' Allocation to the Developer within 15 days of the receipt of the Completion Certificate. The additional charges, expenses and/or deposits in respect of the units sold and/or agreed to be sold out of the Owners' Allocation shall be paid by the transferees thereof directly to the Developer and the Owners hereby consent to the same and no further consent shall be required.



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33. Until the additional charges, expenses and/or deposits in respect of the Owners' Allocation mentioned in Clause 32 above and the Goods and Services Tax in respect of the Owners' Allocation are paid, the Owners shall not enter into any negotiation or agreement for sale/transfer/disposal of and/or otherwise deal with such super built-up area as may be mutually agreed between the parties out of the Owners' Allocation specified by the Developer (hereinafter referred to as "the Reserved Area"). In the event, the Owners fail to make payment of the additional charges, expenses and/or deposits in respect of the Owners' Allocation mentioned in Clause 32 above within 30 days of the Developer offering handover of the Owners' Allocation to the Owners then the Reserved Area shall form part of the Developer's Allocation and the Developer shall be entitled to use, enjoy, transfer, deal with and dispose of the Reserved Area without any reference to the Owners and the entire consideration in respect of the Reserved Area shall belong solely to the Developer.

34. The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement and to implement it fully. Neither Party shall indulge in any activities that may be detrimental to the development of the said premises and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.

35. The Owners and the Developer have entered into this Agreement purely on a principal to principal basis and 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.



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36. Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or sent by registered post with acknowledgement due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.

37. The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the Residential Building/Project shall be prepared by the Developer's Advocates Messrs. R. Ginodia & Co. Advocates of Ground Floor, 6, Church Lane, Kolkata ("Project Advocates"). The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the Residential Building. The fees and cost of preparation, stamping, registration and other charges of the Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the Transferees of all the constructed spaces of the Residential Building.

38. **Arbitration:-**

Any dispute or differences arising out of or touching and concerning this Development Agreement and/or the said premises, arising in any manner whatsoever, including the question of defect, breach of contract, quality of construction, and/or quantum of damages, notwithstanding supervision of the named architect and/or any term or condition herein contained and/or relating to interpretation hereof, shall be referred to the Arbitration of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The parties have agreed that the sole Arbitrator shall have summary powers and may make or give interim orders, awards and/or directions and shall be entitled to grant specific performance, damages, interest, etc. The sole Arbitrator shall be entitled to avoid all rules relating to evidence



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and procedure as are expressly avoidable under the law but shall give reasons for the award. The Award made by the sole Arbitrator shall be final, conclusive and binding regarding the said difference(s) and dispute(s) between the parties herein. The venue shall be within the Ordinary Original Jurisdiction of Calcutta High Court. The Arbitration and Conciliation Act, 1996 (Act 26 of 1996), as, time to time, amended, and Rules framed thereunder, shall apply to the proceedings. In connection with the aforesaid arbitration proceedings, the Courts at Kolkata only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.

39. **SCHEDULES:**

SCHEDULE 'A'

Description of the said premises

ALL THAT the two storied brick built messuage tenement or dwelling house, and other outhouses and structures measuring about 9761 square feet together with the piece and parcel of land thereunto belonging and whereon or on part whereof the same is erected and built containing by estimation 1 Bigha 1 Cottah 5 chittacks and 12 square feet be the same a little more or less situate, lying at and being entire premises no. 16, Loudon Street (now known as Dr. U. N. Brahmachari Street), Kolkata 700 017 under Police Station Shakespeare Sarani within Ward No. 63 of the Kolkata Municipal Corporation enclosed within boundary walls on all sides being part of holding no.15, Block V and VI in the South Division of the town of Calcutta being butted and bounded by –

ON THE NORTH : by premises No. 16/1, Loudon Street;
ON THE EAST : by premises no. 16/1, Loudon Street;



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• **ASAP** (As Soon As Possible)

ON THE SOUTH : partly by 16/1, Loudon Street and
partly by 31, Theatre Road (now
Shakespeare Sarani);

ON THE WEST : by 18 meters wide Loudon Street,

The said premises is delineated on the Map or Plan attached hereto
and bordered in Green colour thereon.

SCHEDULE 'B'

SPECIFICATIONS

- Structure: Earthquake Resistant RCC structure with Concrete on piles;
- Foundation: Reinforced concrete pile foundation
- Flooring: Bare Shell – Incomplete. To be completed by the Transferees at their own costs..
- Kitchen: Bare Shell – Incomplete. To be completed by the Transferees at their own costs.
- Toilets: Bare Shell – Incomplete. To be completed by the Transferees at their own costs.
- Doors: As per Architect's specification.
- Windows: Anodized glazed aluminium windows frames with glass as per Architect's specification
- Electricals: To be provided till the Main Door/ Distribution Box.
- Air Conditioning: VRV air conditioning at extra cost;
- Elevators: Two nos. high speed passenger elevators and one stretcher elevator of Mitsubishi /Toshiba or equivalent make;
- Elevation: Iconic Elevation as per Architect's specifications and design;
- Wall finish: All walls set in good quality bricks/blocks with cement mortar finish.
- Waterproofing and Treatments: Anti termite treatment. High quality waterproofing;
- Generator: 100% Power back up at extra cost;
- Water treatment plant/equipment: If required under applicable rules;
- Rain water harvesting: If required as per applicable laws/rules;
- Solar panels: If required as per applicable laws/rules;



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45 AUG 1900

- Security: A security front desk equipped with audio/video security system and an intercom system and close circuit TV on the ground floor.

40. EXECUTION AND DELIVERY:

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

Amita Sen (AMITA SEN)

For ORBIT TIRUPATI TOWERS PVT. LTD.

[Signature]
Director

(VIJAY NARAYAN RATHI)
Developer

Sangho Mitra Sen (SANGHOMITRA SEN)
Sangho Sen (Sangho Sen)

Owners

Witnesses:

Signature Arihant Parakh

Signature Dipta Dasgupta

Name ARIHANT RAJ PARAKH

Name Dipta Dasgupta

Father's Name BASANT KUMAR PARAKH

Father's Name Vijay Gopal Roy.

Address 1, GARSTIN PLACE.

Address 1105, Vista 5,

KOLKATA - 700001.

Uniworld city Newtown
Kolkata 700160

Drafted by : Souvik Ganguly

Mr. Souvik Ganguly, Advocate

Enrolment no. F/652/2014

R. Ginodia & Co. LLP, Advocates

Ground Floor, 6, Church Lane,

Kolkata - 700 001



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MEMO OF DEPOSIT

RECEIVED from the Developer a sum of Rs. 1,50,00,000/- (Rupees one crore fifty lakhs only) being part payment of the Deposit in terms of Clause 1(xix) of this Agreement.

Amritendu

S.rajit Sen ..

Sayhomir Sen.

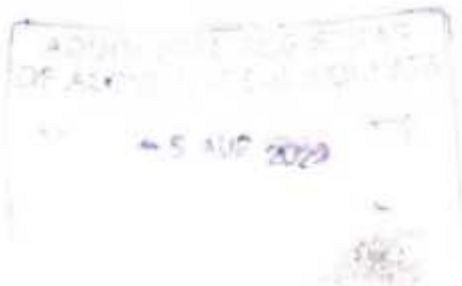
(Owners)

Witnesses :

Archant Sarakhi
Dipla Dasgupta



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Ananta
 Sanjit Sen
 Saughami Sen



For ORBIT TIRUPATI TOWERS PVT. LTD.
[Signature]
 Director

SITE PLAN OF PREMISES NO-16, LOUDON STREET, P.O. SHAKESPEARE SARANI, P.S. SHAKESPEARE SARANI, KOLKATA: 700 017.	
SITE 1 16, LOUDON STREET, KOLKATA: 700 0017.	



Major Information of the Deed

Deed No :	I-1902-09164/2022	Date of Registration	05/08/2022
Query No / Year	1902-2002381121/2022	Office where deed is registered	
Query Date	04/08/2022 12:39:01 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	GOURI SANKAR RANA 7C, KIRAN SHANKAR ROY ROAD, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9874363905, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,50,00,000/-]		
Set Forth value	Market Value		
	Rs. 25,89,27,393/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 1,50,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :










District: Kolkata, P.S:- Shakespeare Sarani, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Dr. U.N. Brahmachari Street, , Premises No: 16, , Ward No: 063 Pin Code : 700017

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	1 Bigha 1 Katha 5 Chatak 12 Sq Ft		25,49,74,188/-	Property is on Road
Grand Total :				35.1931Dec	0 /-	2549,74,188 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	9761 Sq Ft.	0/-	39,53,205/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 5500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 65 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 4261 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 65 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		9761 sq ft	0 /-	39,53,205 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt Amita Sen Wife of Late Sibaji Sen Executed by: Self, Date of Execution: 05/08/2022 , Admitted by: Self, Date of Admission: 05/08/2022 ,Place : Office	 05/08/2022	 LTI 05/08/2022	 05/08/2022
16, Dr. U. N. Brahmachari Street, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: BExxxxxx0Q,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 05/08/2022 , Admitted by: Self, Date of Admission: 05/08/2022 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Mr Surajit Sen Son of Late Sibaji Sen Executed by: Self, Date of Execution: 05/08/2022 , Admitted by: Self, Date of Admission: 05/08/2022 ,Place : Office	 05/08/2022	 LTI 05/08/2022	 05/08/2022
16, Dr. U. N. Brahmachari Street, City:- Kolkata, P.O:- Circus Avenue, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, PAN No.: LGxxxxxx6M, Aadhaar No: 39xxxxxxxx1578, Status :Individual, Executed by: Self, Date of Execution: 05/08/2022 , Admitted by: Self, Date of Admission: 05/08/2022 ,Place : Office				
3	Name	Photo	Finger Print	Signature
	Smt Sanghomitra Sen Wife of Mr Upayan Sen Executed by: Self, Date of Execution: 05/08/2022 , Admitted by: Self, Date of Admission: 05/08/2022 ,Place : Office	 05/08/2022	 LTI 05/08/2022	 05/08/2022
OCI Card No. A3353635, 310 Dolcetto CT Austin TX 78738, City:- Not Specified, P.O:- UNITED STATE, United States, PIN:- 700000 Sex: Female, By Caste: Hindu, Occupation: Professionals, Citizen of: United States, PAN No.: BWxxxxxx3C,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 05/08/2022 , Admitted by: Self, Date of Admission: 05/08/2022 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Orbit Tirupati Towers Private Limited 1, Garstin Place, City:- Kolkata, P.O:- Kolkat GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.: AAxxxxxx5N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Vijay Narayan Rathi (Presentant) Son of Late Satya Narayan Rathi Date of Execution - 05/08/2022, , Admitted by: Self, Date of Admission: 05/08/2022, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
		Aug 5 2022 5:46PM	LTI 05/08/2022	05/08/2022
1, Garstin Place, City:- Kolkata, P.O:- Kolkata GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx9L, Aadhaar No: 80xxxxxxxx3611 Status : Representative, Representative of : Orbit Tirupati Towers Private Limited (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Akash Sarkar Son of Mr Uttam Kumar Sarkar 6, Church Lane, City:- Kolkata, P.O:- Kolkata GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001			
	05/08/2022	05/08/2022	05/08/2022
Identifier Of Smt Amita Sen, Mr Surajit Sen, Smt Sanghomitra Sen, Mr Vijay Narayan Rathi			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Amita Sen	Orbit Tirupati Towers Private Limited-11.731 Dec
2	Mr Surajit Sen	Orbit Tirupati Towers Private Limited-11.731 Dec
3	Smt Sanghomitra Sen	Orbit Tirupati Towers Private Limited-11.731 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt Amita Sen	Orbit Tirupati Towers Private Limited-3253.66666700 Sq Ft
2	Mr Surajit Sen	Orbit Tirupati Towers Private Limited-3253.66666700 Sq Ft
3	Smt Sanghomitra Sen	Orbit Tirupati Towers Private Limited-3253.66666700 Sq Ft

On 05-08-2022

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 16:49 hrs on 05-08-2022, at the Office of the A.R.A. - II KOLKATA by Mr Vijay Narayan Rathii.

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 25,89,27,393/-

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

Execution is admitted on 05/08/2022 by 1. Smt Amita Sen, Wife of Late Sibaji Sen, 16, Dr. U. N. Brahmachari Street, P.O: Circus Avenue, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Hindu, by Profession House wife, 2. Mr Surajit Sen, Son of Late Sibaji Sen, 16, Dr. U. N. Brahmachari Street, P.O: Circus Avenue, Thana: Shakespeare Sarani, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700017, by caste Hindu, by Profession Advocate, 3. Smt Sanghomitra Sen, Wife of Mr Upayan Sen, OCI Card No. A3353635, 310 Dolcetto CT Austin TX 78738, P.O: UNITED STATE, United States, PIN - 700000, by caste Hindu, by Profession Professionals

Indetified by Mr Akash Sarkar, , Son of Mr Uttam Kumar Sarkar, 6, Church Lane, P.O: Kolkata GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 05-08-2022 by Mr Vijay Narayan Rathii, Director, Orbit Tirupati Towers Private Limited (Private Limited Company), 1, Garstin Place, City:- Kolkata, P.O:- Kolkat GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Akash Sarkar, , Son of Mr Uttam Kumar Sarkar, 6, Church Lane, P.O: Kolkata GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,50,021/- (B = Rs 1,50,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,50,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/08/2022 3:09PM with Govt. Ref. No: 192022230091022271 on 04-08-2022, Amount Rs: 1,50,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 85286624 on 04-08-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 28690, Amount: Rs.100/-, Date of Purchase: 27/07/2022, Vendor name: A BANERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/08/2022 3:09PM with Govt. Ref. No: 192022230091022271 on 04-08-2022, Amount Rs: 75,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 85286624 on 04-08-2022, 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 1902-2022, Page from 333170 to 333215

being No 190209164 for the year 2022.



Digitally signed by SATYAJIT BISWAS
Date: 2022.08.10 18:07:21 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 2022/08/10 06:07:21 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)

Dated this 5th day of August 2022

Between

SMT. AMITA SEN & ORS.

And

ORBIT TIRUPATI TOWERS PRIVATE
LIMITED

DEVELOPMENT AGREEMENT

R. Ginodia & Co. LLP
Advocates
Ground Floor, 6, Church Lane,
Kolkata- 700001.