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document are the part of this document.

District Sub-Register-12
Alipore, South 24-Pargana

05 AUG 2025

THIS DEVELOPMENT AGREEMENT made at Kolkata this 5th day of
August 2025 BETWEEN (I) (ia) SMT. KABERI LAW, widow of Late
Biswanath Law, by religion Hindu, by occupation Housewife, citizen of India, of

24931

21 JUL 2025

DATE
SOLD TO
ADDRESS
RS. 21 JUL 2025 100/-
P. GINODIA & CO. LLP
Anvolsies
Ground Floor
6, Crench Lane
Kolkata-700-001

CODE NO. (1087)
LICENCED NO.
20 A 20A / 1973

ANUSHREE BANERJEE
L. S. VENDOR (O/S.)
HIGH COURT, KOLKATA.

21 JUL 2025



2101 BVA 20



385/1, Keyatala Lane, Police Station Rabindra Sarobar, Post Office Sarat Bose Road, Kolkata 700029 having Income Tax Permanent Account Number AIYPL2408D and Aadhaar Number 8319 3219 4704 and **1(ib) SHUBHADEEP LAW**, son of Late Biswanath Law, by religion Hindu, by occupation Business, citizen of India, of 385/1, Keyatala Lane, Police Station Rabindra Sarobar, Post Office Sarat Bose Road, Kolkata 700 029 having Income Tax Permanent Account Number AMWPL6837A and Aadhaar Number 4886 3458 1517 and **1(ic) SUNETRA LAW**, daughter of Late Biswanath Law, by religion Hindu, by occupation Business, citizen of India, of 385/1, Keyatala Lane, Police Station Rabindra Sarobar, Post Office Sarat Bose Road, Kolkata 700 029 having Income Tax Permanent Account Number ADYPL1375J and Aadhaar Number 249317601711 and **1(ia) SMT. GOURI LAW**, widow of Late Sankar Law, by religion Hindu, by occupation Housewife, Citizen of India, of 33, Ballygunge Park, Police Station Bullygunge, Post Office Karaya, Kolkata 700 019, having Income Tax Permanent Account Number ACOPL5265C and Aadhaar Number 364998664749 and **1(iib) SMT. SUDAKSHINA CHOWDHURY**, daughter of Late Sankar Law and wife of Nilanjan Chowdhury, by religion Hindu, by occupation Business, Citizen of India, of 6, Suburban Hospital Road, Police Station Bhawanipore, Post Office Lala Lajpatrai Sarani, Kolkata 700 020, having Income Tax Permanent Account Number AGOPC8087H and Aadhaar Number 446844961120 hereinafter collectively referred to as "the **Owner No. 1**" and **(2) ORBIT NIKETAN PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 1, Garstin Place, Police Station Hare Street, Post Office General Post Office, Kolkata 700 001 and Income Tax Permanent Account Number AABCO3515G represented by its Director **Vijay Narayan Rathi**, son of Late Satya Narayan Rathi, by religion Hindu, by occupation businessman, citizen of India, of P-671, Lake Town BL-A, South Dum Dum (M), North 24 Parganas, Police Station Lake Town, Post Office Kalindi Housing Estate, Kolkata 700 089, having Income Tax Permanent Account Number ADKPR359L and Aadhaar Number 802144673611 and hereinafter referred to as "the **Owner no. 2**"; and the Owner no.1 and the Owner no. 2 being hereinafter collectively referred to as "**the Owners**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individuals their respective heirs, successors, executors, administrators, legal representatives and assigns and in case of the abovenamed company, its successors-in-interest and assigns) of the **ONE PART AND ORBIT PROJECTS PRIVATE LIMITED** (formerly Shubham Promoters Private Limited), a Company within the meaning of the Companies Act, 2013 having its registered office and carrying on business at 1, Garstin Place, Police Station Hare Street, Post Office General Post Office, Kolkata 700 001 and Income Tax Permanent Account Number AAECs0375B represented by its Director **Basant Kumar Parakh**, son of Ratan Lal Parakh, by religion Hindu, by occupation Businessman, Citizen of India, of 50 Hara Prasad Sastri Sarani, Police Station New Alipore, Post Office New Alipore,



Kolkata 700 053, having Income Tax Permanent Account Number AFRPP9480P and Aadhaar Number 660054058371 and hereinafter referred to as "**the Developer**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor(s) in-interest, transferees and assigns) of the **OTHER PART** -

WHEREAS :

- A. One Surendra Nath Law was the absolute owner and fully seized and possessed of several immovable properties including Premises no. 37, Ballygunge Park, Kolkata.
- B. The said Surendra Nath Law died leaving behind his Last Will dated 20th July, 1935. Under the said Will the widow of Surendra Nath Law would administer his estate and enjoy income from it and after her death, one-half of the Estate would be made over to Surendra Nath Law's son Tulsi Charan Law for his sole and absolute use and benefit and the remaining one-half share of the Estate would be held for the benefit of Surendra Nath Law's other son Radha Charan Law and his branch.
- C. A suit being O. S. Suit no. 878 of 1956 (Mihir Kumar Law -Vs-Radha Charan Law and others; In the goods of Surendra Nath Law deceased) was filed in the Hon'ble High Court at Calcutta regarding the Will of Kumar Surendra Nath Law. In the aforesaid legal proceeding, a decree dated 15th September, 1958 was passed whereunder several properties including premises no. 37, Ballygunge Park was allotted absolutely to Tulsi Charan Law.
- D. By virtue of the aforesaid Tulsi Charan Law became the absolute lawful owner of the said premises no. 37, Ballygunge Park, Kolkata.
- E. The said Tulsi Charan Law died on 6th January, 1962 leaving behind his widow Smt. Mahamaya Dasi, six sons and four daughters. Under the last Will and Testament dated 20th December, 1956 of Tulsi Charan Law all his movable and immovable properties were bequeathed in favour of his six sons and his wife Smt. Mahamaya Dasi who was given a life interest and after her death her share would belong to the six sons and/or their heirs. No Executor was named in the said Last Will of Tulsi Charan Law. An application was accordingly made to the Hon'ble High Court at Calcutta by his widow Smt. Mahamaya Dasi and three of her sons for grant of Letters of Administration to



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the Estate of Tulsi Charan Law which included premises no. 37, Ballygunge Park, Kolkata.

- F. The last Will and Testament dated 20th December, 1956 of Tulsi Charan Law was challenged by one of his daughters Smt. Tara Sundari Auddy. From time to time various orders were passed by the Hon'ble High Court at Calcutta and the Hon'ble Supreme Court of India in the said proceeding and/or in the appeals arising therefrom. In terms of the order of the Hon'ble Supreme Court of India, Smt. Mahamaya Dasi was appointed as the Administratrix Pendente Lite to the Estate of her husband Tulsi Charan Law.
- G. During the long drawn legal proceedings, the said Smt. Tara Sundari Auddy and also two sons of Tulsi Charan Law being Ajit Kumar Law and Ranjit Kumar Law died and the surviving sons and daughters also became old and were keeping indifferent health. The Hon'ble Supreme Court expressed its view that it would be in the interest of all the parties to settle the disputes amicably. In consonance with the said view, all the concerned parties arrived at an amicable settlement whereunder the three surviving daughters of Tulsi Charan Law and the legal heirs of his said deceased daughter Smt. Tara Sundari Auddy agreed to receive definite sums of money in full and final settlement of all their claims in respect of the Estate of Tulsi Charan Law and confirmed that no further sum or property whatsoever is receivable by them either from the said Estate and/or from any of the beneficiaries. In terms of the aforesaid settlement the agreed amounts were duly paid to the three surviving daughters of Tulsi Charan Law and the legal heirs of his said deceased daughter Smt. Tara Sundari Auddy out of the funds received from the Developer herein and receipts were issued by them for the same declaring that they did not have any right, title, interest and/or claim whatsoever in the Estate of Tulsi Charan Law and agreed not to contest the legal proceedings regarding grant of the Letters of Administration.
- H. The declarations and receipts executed by the three surviving daughters of Tulsi Charan Law and the legal heirs of his said deceased daughter Smt. Tara Sundari Auddy were filed in the Hon'ble Supreme Court of India and ultimately an order dated 21st January, 2009 was passed by the Hon'ble Supreme Court disposing all the appeals in terms of the said settlement arrived at and between the parties. The Hon'ble Supreme Court also directed that the prayer for appointment of an Administrator to give effect to the settlement should be considered by the Hon'ble High Court at Calcutta.



- I. In view of the aforesaid settlement and the demise of Smt. Mahamaya Dassi on 27th May, 2006 the following persons became absolutely entitled to the Estate of Tulsi Charan Law:

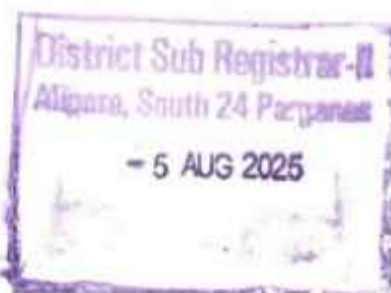
<u>Name</u>	<u>Share in Estate</u>
(i) Sarat Kumar Law	One sixth
(ii) Biswanath Law	One sixth
(iii) Sankar Law	One sixth
(iv) Sanat Kumar Law	One sixth
(v) Heirs of Late Ranjit Kumar Law (a) Smt. Bansari Law (b) Rajdeep Law (c) Smt. Roshni Dhar	One sixth (jointly)
(vi) Heirs of Late Ajit Kumar Law (a) Smt. Rupshi Sona Law (b) Anup Kumar Law (c) Smt. Karabi Roy (d) Smt. Swapna Dey (e) Smt. Anupama Chandra	One sixth (jointly)

- J. Subsequent to the aforesaid order of the Hon'ble Supreme Court, an application was filed before the Hon'ble High Court at Calcutta for appointment of Administrator. By an order dated August 4, 2010 passed by the Hon'ble High Court at Calcutta all legal proceedings were disposed of by appointing Anup Kumar Law, Sarat Kumar Law, Smt. Bansari Law, Sanat Kumar Law, Biswanath Kumar Law and Sankar Kumar Law as Joint Administrators. Subsequently upon the death of Shankar Kumar Law, who was one of the Joint Administrators, on 10th August, 2012 his widow Smt. Gouri Law was appointed in his place and stead as a Joint Administrator by an order dated 2nd September, 2013 passed by the Hon'ble High Court at Calcutta. The aforesaid orders were duly agreed to and accepted by all parties concerned and no appeal or other proceedings has been filed against the same.
- K. Prior to her demise, Smt. Mahamaya Dasi in her capacity as the Administratrix Pendente Lite had given Premises no. 37 Ballygunge Park, Kolkata for development to the Developer herein on the terms and conditions recorded in a Memorandum dated 30th August, 2004 (hereinafter referred to as "**the earlier Memorandum**") and steps were taken by the Developer pursuant to the same. A Power of Attorney dated 20th February, 2004 was executed by the said Smt. Mahamaya Dassi in her capacity as the Administratrix Pendente Lite of the Estate in favour of Arvind Kumar Neotia and Vijay Narayan Rathi (being the



authorized representatives of the Developer) which was registered at the office of the Additional Registrar of Assurances III, Kolkata in Book No. IV, Volume No. 13, Pages 173 to 182, Being No. 753 for the year 2004.

- L. As mentioned above, the funds received from the Developer had been used for making payment of the settlement amounts to the three surviving daughters of Tulsi Charan Law and the legal heirs of his deceased daughter Smt. Tara Sundari Auddy. After the death of Smt. Mahamaya Dassi, the terms and conditions for development were modified mutually by and between the Developer and all the beneficiaries to the Estate of Tulsi Charan Law deceased and the following two Memoranda modifying the earlier Memorandum were executed in favour of the Developer for development of Premises no. 37 Ballygunge Park, Kolkata:
- (i) Memorandum dated 14th November, 2009 executed by Sarat Kumar Law, Biswanath Law, Sankar Law, Sanat Kumar Law, Smt. Bansari Law, Rajdeep Law and Smt. Roshni Dhar as beneficiaries to the Estate of Late Tulsi Charan Law collectively having five-sixth share therein (hereinafter referred to as "**the Five-Sixth Agreement**") in respect of their undivided five-sixth share in the Estate relating to Premises no. 37 Ballygunge Park, Kolkata.
 - (ii) Memorandum dated 30th April, 2010 executed by Smt. Rupshi Sona Law, Anup Kumar Law, Smt. Swapna De, Smt. Karabi Ray and Smt. Anupama Chandra as beneficiaries to the Estate of Late Tulsi Charan Law collectively having one-sixth share therein (hereinafter referred to as "**the One-Sixth Agreement**") in respect of their undivided one-sixth share in the Estate relating to Premises no. 37 Ballygunge Park, Kolkata.
- M. Pursuant to and in terms of the Five-Sixth Agreement, a Power of Attorney dated 14th November, 2009 was executed by the said Sarat Kumar Law, Biswanath Law, Sankar Law, Sanat Kumar Law, Smt. Bansari Law, Rajdeep Law and Smt. Roshni Dhar in favour of Basant Kumar Parakh, Arvind Kumar Neotia and Vijay Narayan Rathi (being the authorized representatives of the Developer) which was registered at the office of the Additional District Sub-Registrar, Alipore in Book No. IV, CD Volume No. 5, Pages 1949 to 1960, Being No. 01950 for the year 2009. Subsequently another Power of Attorney dated 10th April, 2010 was also executed by the said Sarat Kumar Law, Biswanath Law, Sankar Law, Sanat Kumar Law, Smt. Bansari Law, Rajdeep Law and Smt. Roshni Dhar in favour of Basant Kumar Parakh, Arvind Kumar



Neotia and Vijay Narayan Rathi (being the authorized representatives of the Developer) which was registered at the office of the Additional District Sub-Registrar, Alipore in Book No. IV, CD Volume No. 3, Pages 1354 to 1366, Being No. 00957 for the year 2010. Pursuant to and in terms of the One-Sixth Agreement, a Power of Attorney dated 30th April, 2010 was executed by the said Smt. Rupshi Sona Law, Anup Kumar Law, Smt. Swapna De, Smt. Karabi Ray and Smt. Anupama Chandra in favour of Basant Kumar Parakh, Arvind Kumar Neotia and Vijay Narayan Rathi (being the authorized representatives of the Developer) which was registered at the office of the Additional District Sub-Registrar, Alipore in Book No. IV, CD Volume No. 3, Pages 3347 to 3357, Being No. 01125 for the year 2010.

- N. Pursuant to and in terms of the Five-Sixth Agreement and the One-Sixth Agreement, the Developer has taken steps for development of Premises no. 37, Ballygunge Park, Kolkata including making payment of deposits and applying for and obtaining sanction of building plan from the Kolkata Municipal Corporation as also other approvals, consents, sanctions, clearances, permissions, etc. and is carrying out development works.
- O. In view of the aforesaid two Agreements, the settlement and disposal of the legal proceedings and the appointment of Joint Administrators from each of the six branches of the sons of Tulsi Charan Law, it was mutually agreed that each of the aforesaid six branches of the sons of Tulsi Charan Law would be entitled to deal with their respective allocations receivable under the aforesaid two agreements with the consent of the Developer under the said two Agreements. Accordingly, each of the beneficiaries of the aforesaid six branches of the sons of Tulsi Charan Law became entitled to deal with his/her share and/or entitlement in the said Premises including under the aforesaid agreements without reference to the other beneficiaries but with the prior written consent of the Developer.
- P. By and under a Deed of Conveyance dated 8th October, 2010 registered at the office of the Additional District Sub-Registrar, Sealdah in Book No. I, CD Volume No. 6, Pages 9789 to 9812, Being No. 03019 for the year 2010 made between the said Smt. Rupshi Sona Law, Anup Kumar Law, Smt. Swapna De, Smt. Karabi Ray and Smt. Anupama Chandra (therein collectively referred to as the Vendors), the said Smt. Rupshi Sona Law and Anup Kumar Law (therein jointly referred to as the Confirming Parties) and Orbit Niketan Private Limited (therein referred to as the Purchaser and being the Owner No. 2 herein) the Vendors therein with prior written consent of the Developer sold, transferred, conveyed, assigned and assured their undivided 1/6th (one-sixth)



share and interest in Premises no. 37 Ballygunge Park, Kolkata unto the Owner No. 2 herein and the Confirming Parties assured and confirmed the same unto the Owner No. 2 herein absolutely and forever and free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licenses, trusts, debutters, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, injunctions, court orders, liabilities and lis pendens whatsoever subject to the One-Sixth Agreement with the Developer and with benefit of the Vendors' entitlements thereunder including in the New Building to be constructed at Premises no. 37 Ballygunge Park, Kolkata.

- Q. By and under a Deed of Conveyance dated 4th March, 2011 registered at the office of the Additional District Sub-Registrar, Sealdah in Book No. I, CD Volume No. 6, Pages 1373 to 1395, Being No. 00548 for the year 2011 made between the said Smt. Bansari Law, Rajdeep Law and Smt. Roshni Law (Dhar) (therein collectively referred to as the Vendors) and Orbit Niketan Private Limited (therein referred to as the Purchaser and being the Owner No. 2 herein) the Vendors therein with prior written consent of the Developer sold, transferred, conveyed, assigned and assured their undivided 1/6th (one-sixth) share and interest in Premises no. 37 Ballygunge Park, Kolkata unto the Owner No. 2 herein absolutely and forever and free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licenses, trusts, debutters, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, injunctions, court orders, liabilities and lis pendens whatsoever subject to the right of the Developer under the Five-Sixth Agreement and with benefit of the Vendors' entitlements thereunder including in the New Building to be constructed at Premises no. 37 Ballygunge Park, Kolkata.
- R. By and under a Deed of Conveyance dated 17th September, 2011 registered at the office of the District Sub-Registrar III, South 24 Parganas in Book No. I, CD Volume No. 15, Pages 7506 to 7527, Being No. 07395 for the year 2011 made between the said Sanat Kumar Law (therein referred to as the Vendor) and Orbit Niketan Private Limited (therein referred to as the Purchaser and being the Owner No. 2 herein) the Vendor therein with prior written consent of the Developer sold, transferred, conveyed, assigned and assured his undivided 1/6th (one-sixth) share and interest in Premises no. 37 Ballygunge Park, Kolkata unto the Owner No. 2 herein absolutely and forever and free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licenses, trusts, debutters, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, injunctions, court



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orders, liabilities and lis pendens whatsoever subject to the Five-Sixth Agreement with the Developer and with benefit of the Vendor's entitlements thereunder including in the New Building to be constructed at Premises no. 37 Ballygunge Park, Kolkata.

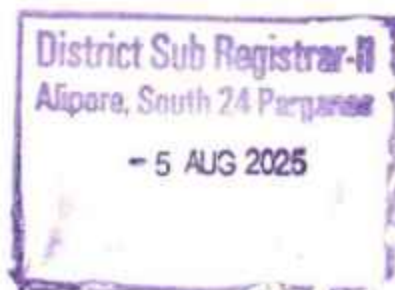
- S. In the aforesaid circumstances, Sarat Kumar Law, Bishwanath Law and Sankar Law, became the absolute lawful owners and entitled to an undivided $1/6^{\text{th}}$ (one-sixth) share and interest each in Premises no. 37 Ballygunge Park, Kolkata subject to the Five-Sixth Agreement with the Developer and with benefit of their respective entitlements thereunder including in the New Building to be constructed at the said Premises, and Orbit Niketan Private Limited (being the Owner No. 2 herein) became the absolute lawful owner and entitled to an undivided $1/2^{\text{nd}}$ (one-half) share in Premises no. 37 Ballygunge Park, Kolkata subject to the One-Sixth Agreement and the Five-Sixth Agreement with the Developer and with benefit of their respective entitlements thereunder including in the New Building to be constructed at the said Premises.
- T. The said Sankar Law died intestate on 10th August, 2012 leaving behind his widow Smt. Gouri Law and his daughter Smt. Sudakshina Chowdhury as his only heirs and legal representatives who inherited and became absolutely entitled to his undivided $1/6^{\text{th}}$ share and interest in Premises no. 37 Ballygunge Park, Kolkata subject to the Five-Sixth Agreement with the Developer and with benefit of their entitlements thereunder including in the New Building to be constructed at the said Premises. The said Smt. Gouri Law and Smt. Sudakshina Chowdhury have executed a Power of Attorney dated 29th August, 2016 in favour of Basant Kumar Parakh, Arvind Kumar Neotia and Vijay Narayan Rathi (being the authorized representatives of the Developer) which was registered at the office of the District Sub-Registrar III, South 24 Parganas in Book No. 1, Volume No. 1603-2016, Pages 127133 to 127154, Being No. 160304210 for the year 2016.
- U. The said Biswanath Law died intestate on 1st September, 2022 leaving behind his widow Smt. Kaberi Law, his son Subhadeep Law and his daughter Sunetra Law as his only heirs and legal representatives who inherited and became absolutely entitled to his undivided $1/6^{\text{th}}$ share and interest in Premises no. 37 Ballygunge Park, Kolkata subject to the Five-Sixth Agreement with the Developer and with benefit of their entitlements thereunder including in the New Building to be constructed at the said Premises.



- V. Premises no. 37 Ballygunge Park, Kolkata has been mutated in the names of the said Sarat Kumar Law, Smt. Kaberi Law, Ms. Sunetra Law, Shubhadeep Law, Smt. Gouri Law, Smt. Sudakshina Chowdhury and Orbit Niketan Private Limited in the records of the Kolkata Municipal Corporation as the owners thereof.
- W. By and under a Deed of Conveyance dated 29th May, 2025 registered at the office of the District Sub-Registrar – II, South Parganas in Book No. I, Volume No. 1602-2025, Pages 312133 to 312169, Being No. 160207888 for the year 2025 made between the said Sarat Kumar Law (therein referred to as the Vendor) and Orbit Niketan Private Limited (therein referred to as the Purchaser and being the Owner No. 2 herein) the Vendor therein with prior written consent of the Developer sold, transferred, conveyed, assigned and assured his undivided 1/6th (one-sixth) share and interest in Premises no. 37 Ballygunge Park, Kolkata unto the Owner No. 2 herein absolutely and forever and free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licenses, trusts, debutters, prohibitions, restrictions, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, injunctions, court orders, liabilities and lis pendens whatsoever subject to the Five-Sixth Agreement with the Developer and with benefit of the Vendor's entitlements thereunder including in the New Building to be constructed at Premises no. 37 Ballygunge Park, Kolkata.
- X. Accordingly, the said Premises no. 37 Ballygunge Park, Kolkata is owned by the following owners whose respective shares are mentioned below subject to the Five-Sixth Agreement and the One Sixth Agreement with the Developer and with benefit of their respective entitlements thereunder including in the New Building to be constructed at the said Premises:

<u>Name of Owner</u>	<u>Share</u>
Smt. Kaberi Law	One-Eighteenth
Shubhadeep Law	One-Eighteenth
Smt. Sunetra Law	One-Eighteenth
Smt. Gouri Law	One-Twelfth
Smt. Sudakshina Chowdhury	One-Twelfth
Orbit Niketan Private Limited	Four-Sixth
	100%

- Y. The parties have mutually agreed to modify the earlier Memorandum, the Five Sixth Agreement and the One Sixth Agreement and the modified agreed terms



and conditions are being recorded herein. Immediately upon the execution of this Agreement, the earlier Memorandum, the Five Sixth Agreement and the One Sixth Agreement shall cease to have further effect and shall stand substituted and/or replaced and/or superseded by this Development Agreement without however, affecting all past steps, acts and payments that have been taken and/or done thereunder. Notwithstanding anything to the contrary contained elsewhere in this Agreement or otherwise it is expressly agreed and declared that all references to "Owners" in this Agreement shall mean and include the Owners herein as also their respective predecessors-in-interest/predecessors-in-title who were parties to the Five Sixth Agreement or the One Sixth Agreement.

Z. DEFINITIONS :

The terms in these presents shall, unless they be contrary or repugnant to the subject or context mean and include the following:

- Z.1 ARCHITECT(S) shall mean such architect or firm of architects whom the Developer has appointed and/or may, from time to time appoint as the architect(s) for the New Building.
- Z.2 CARPET AREA shall have the same meaning as ascribed to it under the Real Estate (Regulation and Development) Act, 2016.
- Z.3 COMMON EXPENSES shall mean and include all expenses to be incurred by the Unit Owners for the management maintenance and up keep of the New Building and/or the Common Portions therein and the Premises and/or expenses for common purposes of the Unit Owners.
- Z.4 COMMON PORTIONS shall mean such common areas and installations in the New Building and the Premises, after the development, like staircases, landings, lobbies, lifts, lift machine rooms, passages, pathways, boundary walls, common toilet on the ground floor underground water reservoir, overhead water tanks, water pump with motor, common electrical and plumbing installations and service areas as may be decided and/or provided by the Developer provided however that the Lounge with Toilet and Open Terrace on the 33rd Floor shall not form part of the Common Portions under any circumstance whatsoever.
- Z.5 COMMON PURPOSES shall mean and include the purpose of maintaining and managing the Premises, the New Building and in



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particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Portions in common.

- Z.6 CORPORATION shall mean the Kolkata Municipal Corporation and shall include Kolkata Metropolitan Development Authority and other concerned authorities which may recommend, comment upon, approve, sanction, modify and/or revise the plans.
- Z.7 COVERED AREA in relation to any Unit shall mean the plinth area of that Unit (including the area of bathrooms, balconies, and servant quarter, if any, appurtenant thereto but excluding the area of the Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Units then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Unit.
- Z.8 DEVELOPER'S AREA shall mean 60% (sixty percent) of the areas and rights in the Premises and the New Building as per the Plans which have been sanctioned on the basis of FAR of 3.3 and shall include undivided proportionate share in the land and the Common Portions and shall also include the entire areas and rights in the Premises and the New Building that may be henceforth available / obtained by the Developer at its own costs and shall include undivided proportionate share in the land and the Common Portions relating to such additional areas and rights.
- Z.9 FORCE MAJEURE shall include natural calamities, act of God, flood, earthquake, epidemic, pandemic, riot, war, storm, tempest, fire, civil war/unrest, air raid, strike, lockout, transport strike, lockdown or any other restriction imposed by the Government or any other authority, notice or prohibitory order from Corporation or any other statutory body or any Court, unexpected change in laws, Government regulations or other rules or policies affecting or likely to affect the project or any part thereof, unavailability of essential commodities and reasons beyond the control of the Developer.
- Z.10 NEW BUILDING shall mean the building to be constructed on the Premises no. 37, Ballygunge Park, by the Developer at its own cost as per



plan sanctioned by the Kolkata Municipal Corporation and shall in the event of more than one building or construction or structure being constructed or erected on the Premises include all such buildings, constructions and structures.

- Z.11 OWNERS' AREA shall mean 40% (forty percent) of the areas and rights in the Premises and the New Building as per the Plans which have been sanctioned on the basis of FAR of 3.3 and shall include undivided proportionate share in the land and the Common Portions out of which 13.33% (thirteen point three three percent) of such areas and rights in the Premises and the New Building on the basis of the existing sanctioned Plans including undivided proportionate share in the land and the Common Portions shall belong to the Owners no. 1 (hereinafter referred to as **"the Owners no. 1 Area"**) and the remaining 26.67% (twenty six point six seven percent) of such areas and rights in the Premises and the New Building on the basis of the existing sanctioned Plans including undivided proportionate share in the land and the Common Portions shall belong to Orbit Niketan Private Limited (hereinafter referred to as **"the Owner no. 2's Area"**).
- Z.12 PARKING SPACES shall mean the spaces sanctioned and/or earmarked by the Developer for parking cars in the ground floor of the New Building as also in the open space surrounding the New Building and in the Multi-Level Car Parkings /Podium Car Parkings in the Premises.
- Z.13 PLANS shall mean the plans of the New Building sanctioned and approved by the Corporation vide Building Permit No. 2023070219 dated 21st February, 2024 in supersession of earlier Building Permit No. 2011070104 dated 29th June, 2011 and shall also wherever the context permits include such plans, drawings, designs, elevations and specifications as are prepared by the architect(s) including variations/modification therein, if any, as well as modification, revision, regularization, renewal and extension thereof, if any, subsequently approved by the Kolkata Municipal Corporation.
- Z.14 PROPORTIONATE with all its cognate variations shall mean such ratio, the Carpet Area of any unit or units be in relation to the Carpet Area of all the units in the New Building.
- Z.15 SUPER BUILT-UP AREA shall mean the agreed notional area in respect of any Unit that shall be applicable for the purpose of calculation of the

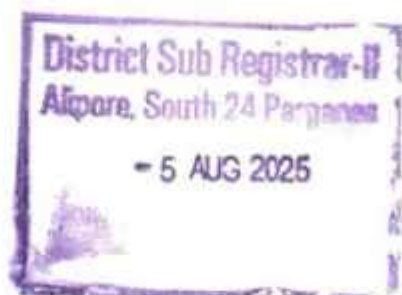


recurring liabilities of the buyers including for municipal and property taxes, common expenses, maintenance charges, additional liabilities, deposits, etc.

- Z.16 THE DEVELOPER'S ADVOCATES shall mean Messrs. R. Ginodia and Co. LLP, Advocates of Ground Floor, 6, Church Lane, Kolkata – 700 001.
- Z.17 THE ARBITRATOR/ARBITRATORS shall mean the person(s) as appointed under the Arbitration and Conciliation Act, 1996.
- Z.18 THE DEPOSIT shall mean the sum of Rs. 1,76,00,000/- (Rupees one crore seventy six lakhs only) that has been deposited by the Developer with the Owners free of any interest which is refundable /adjustable in the manner mentioned in this Agreement.
- Z.19 THE PREMISES shall mean Premises no. 37, Ballygunge Park, Kolkata more fully described in the First Schedule hereunder written and shall also include the land measuring about 65 cottahs ("Land"), the existing building and other structures thereon and/or the New Building and/or structures to be constructed or erected thereon wherever the context permits.
- Z.20 THE PROJECT shall mean the work of development undertaken and to be done by the Developer from inception till the development of the Premises and the New Building is completed and possession of the completed units is taken over by the Unit Owners.
- Z.21 UNIT shall mean any flat or other covered area in the New Building which is capable of being exclusively owned, used and/or enjoyed by any Unit Owner.
- Z.22 UNIT OWNERS shall mean all person(s) who rightfully acquire and own different units in New Building including the Developer and the Owners in respect of such units as may be retained by them respectively from time to time.
- Z.23 MASCULINE GENDER shall include the feminine and neuter gender and vice versa and Singular shall include the plural and vice versa.
- AA. The Owners have jointly and severally represented to the Developer as follows:



- AA.1 The Owners are jointly entitled to Premises No. 37, Ballygunge Park, Kolkata more fully described in the First Schedule hereunder written and delineated and demarcated on the map annexed hereto and bordered in "RED" as per their respective shares mentioned in the Recitals above. The Premises was occupied by tenants (hereinafter referred to as "the tenants" and their tenancies being hereinafter referred to as "the tenancies"). While the Premises was in the physical possession of the tenants, the symbolical legal possession of the Premises was made over to the Developer for the purpose of development. Thereafter settlement has been made with the tenants on the terms and conditions agreed between the tenants and Developer and pursuant thereto the Developer is in physical possession of the Premises.
- AA.2 The Owners have a marketable title and are the absolute Owners of the Premises free from all encumbrances, charges, liens, claims, demands, mortgages, leases, licences, occupancy rights, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vesting, alignments, easements, liabilities, and lis pendens whatsoever. No other person has any right title and/or interest of any nature whatsoever in the Premises or any part thereof.
- AA.3 There are no civil suits and/or civil proceedings pending in respect of the Premises or any part thereof.
- AA.4 There is no excess vacant land in the Premises and no part of the Premises has been or is liable to be acquired under the Urban Land (Ceiling and Regulation) Act, 1976 and/or any other law and no proceedings are pending in respect thereof. No Objection Certificate dated 15th June, 2022 has been issued by the Competent Authority, ULC Kolkata stating, inter alia, that there is no objection from the point of view of the Urban Land (Ceiling and Regulation) Act, 1976 for the sanction of building plan by the Kolkata Municipal Corporation for construction of building on the Premises.
- AA.5 The Owners have not in any way dealt with the Premises whereby the right, title, or interest of the Owners as to the entitlement, use, development and enjoyment thereof is or may be affected in any manner whatsoever.



- AA.6 The Owners have been and are fully and sufficiently entitled to enter into this Development Agreement.
- BB. The representations of the Owners mentioned herein above are hereinafter collectively called "the said representations" and the Owners confirm that the said representations are true and correct.

NOW IT IS HEREBY RECORDED, AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :

1. The Owners have appointed the Developer for the development of the Premises by constructing the New Building thereon in accordance with the sanction plans and the Developer has accepted such appointment and the agreed terms and conditions are being recorded herein in substitution and/or replacement and/or supercession of the earlier Memorandum, the Five Sixth Agreement and the One Sixth Agreement without however, effecting all past steps and acts that have been done thereunder.
2. The development of the Premises has been agreed to be in the following manner:
 - 2.1 The Owners confirm having handed over and/or shall hand over against accountable receipt all original papers and documents relating to the Premises ("**Original Documents**") to the Developer, who shall be entitled to keep the same and to produce and give inspection of the same from time to time to the Corporation, Government bodies and other Statutory Agencies as be required and to deal with and deposit the same in terms of this Agreement.
 - 2.2 The Owners have cleared all arrears of taxes and other outgoings and liabilities in respect of the Premises up to the date when the Deposit was paid by the Developer.
 - 2.3 The Owners had allowed the Developer to negotiate and settle with the tenants to enable development and construction on the Premises and to take physical possession of the Premises from the tenants. The Developer has accordingly taken necessary steps and made settlement and arrangement with the tenants for enabling development.



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- 2.4 The Developer is entitled to hold and remain in possession of and occupy the Premises and/or use and utilize the same or portions thereof and it shall always be deemed that the Developer is in possession of the Premises in part performance of the agreement till delivery of possession of all the Units to the Unit Owners and then to use and utilize the Premises and any portion thereof in any lawful manner as mentioned herein.
- 2.5 The Developer is entitled to cause and/or has caused survey and soil testing, obtain clearances/permissions from Kolkata Improvement Trust, Departments of Survey, Drainage and Water or other relevant departments of the Kolkata Municipal Corporation, Police and Fire Authorities, Urban Land Ceiling Authorities and such other required authorities etc. as may be required and prepare and submit for sanction/revision/modification the plans for construction of the New Building at the Premises. No Objection Certificate has already been obtained from the Urban Land Ceiling Authorities by Mr. Basant Kumar Parakh representing the Developer.
- 2.6 The Developer is entitled to obtain sanction of fresh plans as per latest market trends in the names of the Owners for construction of the New Building and to take all necessary steps relating to the same. Plans have been prepared by the Developer and the same have been approved by the Owners and sanctioned by the Kolkata Municipal Corporation and all cost, charges and expenses including sanction fees have been paid by the Developer. Any further plan for sanction/revision modification may also be signed and submitted by the Developer subsequently in the names of the Owners.
- 2.7 All fees of the Architect(s) for preparation of plans for construction of New Building at the Premises and all costs charges and expenses relating to sanction of plans by the Corporation have been and shall be borne, paid and discharged by the Developer alone. The plans will enure to the benefit of both the Owners and the Developer in proportion to their respective areas, i. e. Owners' Area and Developer's Area.
- 2.8 The Developer had commenced the construction of the New Building as per the earlier sanctioned plan vide Building Permit No. 2011070104 dated 29th June, 2011 after demolition of the existing building and structures on the Premises. Subsequently, fresh building plan vide Building Permit No. 2023070219 dated 21st February, 2024 has been sanctioned by the Kolkata Municipal Corporation for construction of New Building on the Premises and the construction is being made as per the aforesaid fresh plan of 2024.



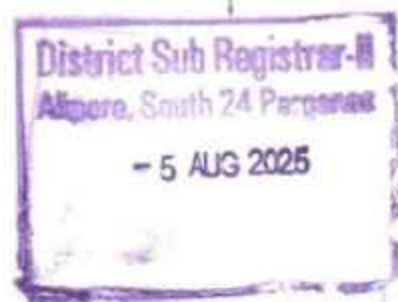
- 2.9 Subject to Force Majeure the New Building shall be constructed by the Developer within 4(four) years from the date of this Agreement with a Grace Period of 12(twelve) months.
- 2.10 The Developer has agreed and hereby undertakes to comply with prevailing laws that are presently applicable and/or which may hereafter be made applicable in relation to the development of the Premises and/or construction of the New Building thereon. The Owners agree and undertake to co-operate with and assist the Developer in this regard, whenever and wherever required, also to sign and furnish all necessary papers, documents, particulars applications, that may be required by the Developer for the purpose of development as envisaged herein.
- 2.11 The Developer shall construct the New Building with standard quality of materials and as per the specification stated in the Second Schedule hereunder written or as may from time to time be recommended by the architect(s).
- 2.12 For the purpose of construction of the New Building at the said Premises the Developer shall be responsible to take all necessary steps including appointing, engaging and employing Architects, Contractors, Sub-Contractors, Engineers, Labourers, Mistries, Caretakers, Guards and other workers, labour, staff and employees at such wages, salary and/or remuneration and on such terms and conditions as be deemed necessary and/or fit and proper by the Developer.
- 2.13 The Developer shall be responsible for looking after, supervising, and managing the progress and the day to day work of construction of the New Building.
- 2.14 All constructions as may be made on the Premises shall be at the risk of the Developer alone.
- 2.15 Save as otherwise mentioned herein all costs, charges, expenses and outgoings for construction, erection and completion of the New Building to be constructed at the Premises including the area comprising the Owners' Area shall be borne and discharged by the Developer.
- 2.16 The Owners' Area shall be constructed by the Developer for and on account and on behalf of the Owners (and/or prospective buyers of the



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Owners' Area but in due discharge of the obligations of the Developer towards the Owners herein) and similarly the Developer shall construct the Developer's Area for and on account and on behalf of the Developer and/or on behalf of the prospective buyers of the Developer's Area.

- 2.17 In case any expense is incurred by the Developer on behalf of the Owners and/or in respect of any matter which is the responsibility of the Owner, then in that event the Developer shall be entitled to payment/reimbursement of the same within 15 days of demand failing which the same may be recovered in the same manner as the Deposit in terms of Clauses 2.40 and 2.41.
- 2.18 The Owner No. 1 shall be entitled to the Owners no. 1 Area as defined herein, the Owner no. 2 shall be entitled to the Owner no. 2 's Area as defined herein and the Developer shall be entitled to the Developer's Area as defined herein.
- 2.19 The Deeds of Conveyance in favour of the nominee(s) of the Developer in respect of the Developer's Area including the proportionate shares in the Land shall be executed at the option of the Developer either by the Owners or on behalf of the Owners by the Developer and/or its directors who are hereby authorized by the Owners as the constituted attorneys of the Owners for signing and registering the same.
- 2.20 The Owner no. 1 Area and/or the sale proceeds, rents, issues and profits thereof shall be distributed between a) the said Smt. Kaberi Law, Shubhadeep Law and Smt. Sunetra Law, jointly and b) Smt. Gouri Law and Smt. Sudakshina Chowdhury jointly and neither the Owner no. 2 nor the Developer shall have any liability or obligation in this regard. The Owner no. 2 's Area and/or the sale proceeds, rents, issues and profits thereof shall be distributed solely to the Owner no. 2 and neither the Owner No. 1 nor the Developer shall have any liability or obligation in this regard.
- 2.21 The Developer shall identify and allocate the Owners' Area and the Developer's Area within 30 days of this Agreement and/or within 30 days of the date of revision, if any, that may be made in the sanctioned plans, whichever is later, and out of the Owner's area the area allotted to Owner no. 1 and the Owner no. 2 shall be separately identified by the Developer and allocated in the manner that the same are separate and independent.



- 2.22 Subject to the provisions of clause 2.40 hereinafter and subject to the payments of the amounts mentioned therein, the Owners no. 1 Area shall belong to and become the absolute property of the Owners No. 1 in the manner that each owner shall become the independent and absolute owner of the specified area allotted to him/her/it. Save as aforesaid, the Owners shall be absolutely entitled to sell, transfer, convey and/or otherwise deal with and/or dispose of their respective allotments out of Owners' Area subject to the condition that the proposed transferee shall not be entitled to either receive possession thereof or to get the Deed of Conveyance in respect thereof executed till all the amounts mentioned in clause 2.40 are paid to the Developer either by the concerned Owner and/or the proposed transferee who shall be jointly and severally liable for the same and subject to the above payments to receive and appropriate the full consideration and the rents issues and profit thereof and for such purpose to enter into agreements for sale / transfer / lease of their respective allotments out of Owners' Area, and to receive part payments for the same and no further consent of the Developer shall be required for the same provided the above condition is clearly mentioned in such agreement. Provided however if at any time it shall be necessary or required by the Owners to make the Developer join as the confirming party, the Developer shall also sign and execute such agreement, deeds, and documents as a confirming party. All money received in respect of each specified portion of the Owners' Area shall belong absolutely to the concerned Owner whom the same is allotted. The Developer shall have no right title, interest, claim or demand or liability in respect thereof.
- 2.23 The Developer's Area shall belong to and become the absolute property of the Developer. The Developer shall be absolutely entitled to sell, transfer, convey and/or otherwise deal with and/or dispose of the Developer's Area or any portion thereof in any manner whatsoever and to receive and appropriate the full consideration and the rents issues and profit thereof and for such purpose to enter into agreements for sale/transfer/lease of the Developer's Area or any portion thereof. The Owners shall be made parties to such agreements and documents which shall at the option of the Developer be signed either by the Owners or on behalf of the Owners by the Developer and/or its directors who are hereby authorized by the Owners as the constituted attorneys of the Owners for signing the same in respect of the Developer's Area. All moneys received in respect of the Developer's Area shall belong absolutely to the Developer to the exclusion of the Owners who shall have no right title interest claim or demand over and in respect thereof. In case further additional area and/or FAR becomes



available in future on account of any applicable provisions and/or factors then the entire costs/fees for such additional area and/or FAR and construction thereof shall be borne and paid by the Developer and such additional construction as also all moneys received in respect thereof shall belong absolutely to the Developer. Prior to completion of construction, the Developer may allow the buyers of the Developer's Area to have access to their respective Units for the purpose of internal flat finishing and/or for fit outs, interiors and furniture works etc. although formal possession shall be handed over later.

- 2.24 If it be found that any of the parties is getting less area than its entitlements mentioned in this Agreement because of difficulty in sub-division of the area of the flats/units, then the party getting more area shall pay to the other party compensation for the deficit area calculated at such rate as be decided by them mutually or failing which, by the Arbitrator(s) as the case may be. Any additional area that may be allotted for the above reason to any party shall form part of and/or be deemed to be comprised in the allocation/Area of that party and such party may deal with and dispose of such additional area in the same manner as its allocation/Area and the Power of Attorney shall be deemed to be valid regarding such additional area also.
- 2.25 All municipal rates, taxes and outgoing, including, arrears, in respect of the Premises, from the date of the Five-Sixth Agreement being 14th November, 2009 is to be borne and paid by the Owners and the Developer in the ratio of 40:60 till the completion of the Project and thereafter the same shall be borne and paid by the Unit Owners to the extent of their respective areas with effect from the respective dates of taking over possession of their respective Units or from the date of their respective Deeds of Conveyance whichever is earlier.
- 2.26 The Owners and the Developer shall maintain at their own respective costs their respective allotted areas upon the construction of same being completed and shall keep the same in good and habitable condition.
- 2.27 For the purpose of maintenance, management and administration of the New Building and the Premises and rendition of the services in common to the purchasers of units in the New Building and doing all other acts, deeds and things for the Common Purposes, the Developer shall form or cause to be formed an Association or Society or Syndicate or Limited Company (hereinafter referred to as "the Holding Organisation") of the Unit Owners.



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Till such time as such Holding Organisation is formed, the Developer shall cause maintenance, management and administration of the New Building and make provision of the rendition of the common services. The Developer and the Owners and/or their respective nominees/transferees shall comply with the rules and/or regulations framed by the Developer in consultation with the Owners and shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management. All receipts (including deposits) and payments in this regard shall be received and handled by the Developer.

- 2.28 All the holders/purchasers of Units/Covered Area shall bear and pay proportionate share of the Common Expenses, maintenance charges, municipal rates and taxes, GST and other outgoings in respect of their respective Units/Covered Areas to the Developer and upon its formation to the Holding Organisation. Both the Owners and the Developer shall pay such Common Expenses, maintenance charges, municipal rates and taxes, electricity charges and other outgoings in respect of their respective areas with effect from the date of possession.
- 2.29 All rules and regulations of such Holding Organisation including regarding user, maintenance, management, upkeep and administration of the New Building, taking of deposits on account of maintenance charges/Common Expenses, municipal rates and taxes etc. from the holders/purchasers of the Units, payment of Common Expenses/maintenance charges, municipal rates and taxes etc. and other Common Purposes shall be decided by the Developer in consultation with the Owners.
- 2.30 Each of the parties hereto shall own and hold their respective allocations and/or restrict their respective buyers to own and hold their respective Units on the similar terms and conditions and restrictions as regards to the use and maintenance of the New Building and payment of maintenance charges and other outgoings as be decided by the Developer in consultation with the Owners.
- 2.31 The Common Portions including the land appurtenant to the New Building, entrance lobbies, staircases, lift etc. comprised in the Premises shall be used in common by the Owners, the Developer and their respective nominee or nominees being the holder/purchasers of Units.
- 2.32 The parties shall not sell or otherwise dispose of or allow use of any of the car parking space comprised in the Owners' Area and/or the Developer's



Area to any person other than the persons agreeing to purchase Units in the New Building.

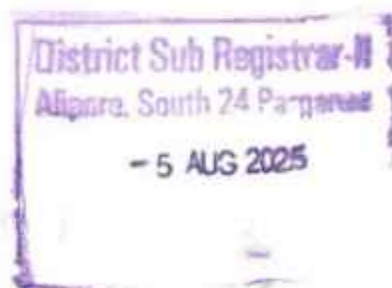
- 2.33 The New Building shall have the name decided by the Developer starting with the word "ORBIT".
- 2.34 The Developer shall be liable for delay/non-performance of any obligation hereunder subject to the performance of the obligation being prevented/delayed by any Force Majeure condition and such obligation shall be deemed to be suspended during the duration of the Force Majeure condition.
- 2.35 The Owners hereby indemnify and undertake to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, appeals, costs, proceedings, claims, losses, damages, charges, expenses, liabilities, demands and consequences (whether criminal or civil or revenue) whatsoever that may arise due to any defect in title of the Owners and/or due to any encumbrance, etc. and/or due to any act, omission, breach or default of the Owners and/or anyone claiming from, under, through or in trust for the Owners and/or due to any of the declarations, representations, agreements and assurances made or given by the Owners being incorrect.
- 2.36 The Developer shall keep the Owners indemnified for any claim, suits, action, etc. that may arise due to non-performance or fault of the Developer except due to Force Majeure.
- 2.37 The Developer shall, at its own costs and expenses complete the Project by constructing the New Building and common areas and shall deliver possession of the Owners' Area to the Owners as per the specifications given in the Second Schedule hereunder written, hereafter called "the said Specification", with such reasonable changes as be advised by the Architect(s) subject to the Owners meeting their obligations hereunder. Upon the Owners' Area being made ready with reasonable ingress and egress, the Developer shall give notice to the Owners to take possession of the same and the Owners shall take such possession within 15 days of such notice upon making payment of deposits and payments mentioned in clause 11.3. After 15 days of issue of such notice the Developer shall be entitled to hand over formal possession of the Developer's Area to the intending buyers/Unit Owners, irrespective of the actual date when the Owners take possession of the Owners' Area.



- 2.38 Subject to Force Majeure in case the Developer fails to deliver possession of the entirety of the Owners' Area within the grace period stipulated in this Agreement, then and in such an event, the Developer shall be granted an extension of 12 (twelve) months after which the Owners shall be entitled to claim damages of Rs. 5 lacs per month of delay.
- 2.39 The Developer has already deposited a sum of Rs. 1,76,00,000/- (Rupees one crore seventy six lakhs only) with the Owners (hereinafter referred to as "the said Deposit") as and by way of interest free refundable security deposit including by making payment on behalf of the Owners and/or their predecessors to the daughters and heirs of deceased daughter of Late Tulsi Charan Law for amicable settlement of all disputes and claims. Out of said Deposit, the respective amounts to be refunded by each of the Owners to the Developer are mentioned below:

Name of Owner	Deposit to be refunded
Owner No. 1(ia) to 1(ic)	Rs. 29,33,331/-
1(ia)Smt. Kaberi Law	
1(ib)Shubhadeep Law	
1(ic)Smt. Sunetra Law	
Owner No. 1(ia) & 1(iib)	Rs. 29,33,332/-
1(ia)Smt. Gouri Law	
1 (iib)Smt. Sudakshina Chowdhury	
Owner No. 2	
Orbit Niketan Private Limited	Rs. 1,17,33,337/-
	Rs. 1,76,00,000/-

- 2.40 Until (a) the said Deposit (mentioned in clause 2.39) is refunded to the Developer (b) the dues of the Developer are paid/reimbursed in terms of Clause 2.17 above (c) the Owners share of Goods and Services Tax are paid in terms of Clause 3.7 below (d) the Owners share of municipal rates, taxes and outgoing are paid in terms of Clause 2.25 above and (e) the deposits and payments are paid in terms of Clause 11.3 below, the Owners and/or their transferees shall not be entitled to either receive the possession of their respective portions of the Owners' Area mentioned in Z.11 above or to get the Deed of Conveyance in respect thereof executed in their favour.



- 2.41 The time limit for refund of the said Deposit (mentioned in clause 2.39) shall be 60 days from date of written intimation by the Developer to take possession of the Owners Area. In the event of the Owners or any of them being unable to refund the said Deposit or any portion thereof within such time, the Developer along with the concerned Owner shall be entitled to (a) receive the same from the proposed transferee of such Owner in terms of clause 2.22 above and/or (b) sell the Owner's Area relating to such Owner (if not agreed to be sold till that time) at the then market price and out of the sale proceeds repayment of the said Deposit shall be received by the Developer and the balance amount shall be made over to the concerned Owner.
3. The parties shall not do or suffer to be done anything in or to the Premises and/or common areas and passages of the New Building which may be against the law or which may cause obstruction or interference to the users of such Common Portions and areas.
- 3.1 In case any encumbrances regarding the Premises are found then the same shall be removed at the costs of respective Owners.
- 3.2 The Owners shall give such other consents, sign such papers, documents, deeds and undertakings and render such co-operations, as be required for the construction and completion of the New Building i. e. the project.
- 3.3 The Owners shall make out a marketable title as required by the banks for the purpose of housing/property loans, etc. and shall rectify, remove, clear and resolve any encumbrance or defect in title.
- 3.4 The Developer may arrange for financing of the Project (**Project Finance**) by a Bank/Financial Institution/Lender (**Financier**). The Developer shall be entitled to deposit the Original Documents relating to the Premises with the Financier as security for the purpose of Project Finance. For the aforesaid purpose, the Owners hereby authorise the Developer to sign on their behalf necessary documents to create a mortgage/charge in favour of the Financier for availing such Project Finance Provided That the Owners' Area of Owner no. 1 shall not be mortgaged and 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 (collectively **Project Finance Liability**) and the Developer hereby indemnifies and agrees to keep indemnified the Owners against any claim, liability or loss whatsoever relating to Project Finance/Project Finance



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Liability. The liability for repaying the Project Finance / Project Finance Liability shall be solely of the Developer. Notwithstanding the aforesaid authorization, the Owners hereby undertake to also personally sign necessary documents as may be required by the Financier for enabling the Developer to avail Project Finance.

- 3.5 Simultaneously with the execution of this Agreement, the Owners hereby grants and shall grant to the Developer and its authorized representatives, a Power of Attorney for the purpose of, inter alia, for doing various acts, deeds and things in connection with construction of New Building at the Premises and for the purpose of project finance booking and sale of the Units comprised in the Developer's Area in the New Building along with other properties, benefits, advantages and rights (including but not limited to parking spaces / rights, undivided, indivisible, impartible, proportionate share and/or interest in the land comprised in the Premises). Notwithstanding grant of the aforesaid Power of Attorney, the Owners 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.
- 3.6 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 Premises for grant of registration and/or approval and/or otherwise. In case any insurance regarding the title of the Premises is required to be obtained in accordance with law then the same shall be obtained and renewed from time to time by the Owners at their own costs, charges, expenses, etc. including payment of premium.
- 3.7 The Goods and Services Tax in respect of the Owners' Area shall be borne and paid by the Owners and the Goods and Services Tax in respect of the Developer's Area shall be borne and paid by the Developer. In the event of



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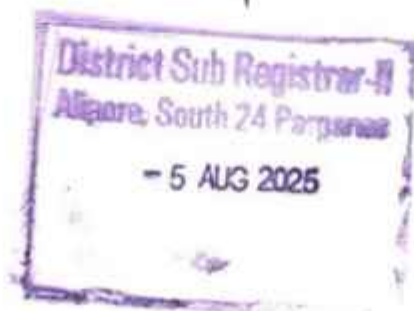
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the Owners not making payment of the Goods and Service Tax to the Developer for depositing the same, then the same may be recovered in the same manner as the Deposit in terms of Clauses 2.40 and 2.41.

4. The Developer shall be entitled to set up a temporary site office and/or quarters for its watch and wards and other staff at the Premises and shall further be entitled to put up boards and signs advertising the project and post its watch and ward staff at its own cost.
 - 4.1 The ultimate roof of the New Building will be common. Notwithstanding anything to the contrary contained elsewhere in this Agreement or in any other document the Lounge with Toilet and Open Terrace on the 33rd Floor shall belong to the Developer who shall be entitled to use and/or deal with and dispose of the same in any manner and the same shall not form part of the Common Portions under any circumstance whatsoever.
5. Each of the parties shall co-operate with the other to effectuate and implement the agreement herein recorded and shall execute and/or register such further documents or papers as be lawfully required by the other party for giving full effect to the terms recorded herein.
6. If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under the agreement recorded herein, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages so suffered from the defaulting party.
7. In case after sanction of the fresh building plan, any major change is made in such fresh plans, then the Developer shall inform the Owners about the same.
8. In the event of the Premises and/or the New Building being acquired or requisitioned, the Developer shall be entitled to make efforts for getting the acquisition or requisition cancelled/withdrawn and/or for enhancement or realisation of the compensation money and the Owners hereby authorise the Developer to take all necessary steps and to sign all necessary documents, papers pleadings, etc. in this regard for and on behalf of the Owners also. The compensation/money receivable for acquisition or requisition shall be first adjusted by the Developer against the refund of the said Deposit and costs and the balance amount shall be retained by Owners.



9. Nothing contained herein is intended to nor shall be construed as a partnership or joint venture between the parties hereto. The agreement recorded herein has been entered into purely on principal to principal basis and the parties hereto shall not constitute a partnership or an association of persons.
 - 9.1 The fundamental and/or basic understanding between the parties is that the Owners shall provide the Land comprised in the Premises and the Developer shall construct the New Building. Transfer of undivided proportionate shares in the land shall be legally effected by execution of Deeds of Conveyance in respect of Units/Car Parking spaces etc. in favour of the respective purchasers/transferees/nominees of the Owners and the Developer in respect of the Owners' Area and the Developer's Area respectively.
 - 9.2 As between the Owners, all decisions shall be taken as per majority view on the basis of the respective shares and the same shall be binding on all the Owners.
10. In case any steps are required to be taken regarding the title of the Owners and/or for enabling the development in terms hereof, immediate action shall be taken by the Owners for the same. The Developer is also authorised to take all necessary steps in this regard for and on behalf of and in the names of the Owners at the costs of the respective Owners.
11. In connection with the aforesaid it is agreed and clarified as follows :
 - 11.1 The Developer may, cause such changes to be made in the Plans as are approved by the Architect(s) and/or as shall be required by the concerned authorities from time to time subject to compliance with Clause 7 above.
 - 11.2 The Developer shall be at liberty to do all works as be required for the project and to utilise the existing water, electricity and telephone connections, if any, in the Premises at its own costs and expenses. the Developer shall have the right to obtain temporary and/or permanent connections of utilities for the project and the Owners shall sign and execute all papers, applications and documents therefor.
 - 11.3 The Developer shall be entitled to collect in respect of the entire super built up area of the New Building, including both the Owners' Area and the Developer's Area, Deposits for sinking fund, formation of holding organisation, Common Expenses, Common Purposes, Corporation Tax,



supply of electricity etc. as also to receive the proportionate charges for purchase and installation of generator, electric and water supply connections, airconditioning/VRV charges, central heat pump/geyser charges, Advocates Fees, Common Expenses, Corporation taxes and the charges for additional work and amenities that may be provided. Such deposits and payments shall be made by the Owners and/or the Unit Owners relating to the Owners' Area on the same basis and at the same times as applicable to the Developer's Area and in any event before possession of the Owner's Area is handed over by the Developer.

- 11.4 Upon completion of the New Building and/or floors therein, from time to time, the Developer shall maintain and manage the same in accordance with such rules as may be framed by the Developer's Advocates and as be in conformity with other buildings containing ownership flats. The Developer and the Owners and/or the Unit Owners shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management.
- 11.5 The Developer shall assist the Unit Owners in the formation of the Holding Organisation being an Association, a society or Company for the common purposes and the Unit Owners shall be made the members of such holding organisation in proportionate share as early as possible. After the completion of the Project, the Developer shall hand over all deposits and all matters arising in respect of the management of the Premises and particularly the Common Portions to the Holding Organisation.
12. The documents for transfer in respect of both Owners' Area and Developer's Area including Agreements for Sale of Units and Deeds of Conveyance shall be prepared by and got registered through the Developer's Advocates and shall contain similar rights and obligations regarding the user and enjoyment of all the constructed spaces of the New Building and other areas.
 - 12.1 The cost of preparation stamping registration and other fees and charges of the Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the Unit Owners of all the constructed spaces of the New Building.
13. It is further clarified as follows :
 - 13.1 The Developer shall take steps for providing electricity connection for the New Building and the Owners shall in respect of the Owners' Area



pay/reimburse the Developer with the proportionate amount of total deposits and expenses as be required for setting up transformer and substation and obtaining electricity connection(s) from CESC Limited or otherwise.

- 13.2 The Owners shall join and/or cause such persons as may be necessary to join as confirming parties in any document relating to the development and/or sale of the Project.
14. The Owners hereby authorise the Developer and its directors to fully represent the Owners before all authorities, courts, bodies and persons including the Kolkata Municipal Corporation, the Urban Land Ceiling authorities and the authority under the Real Estate (Regulation and Development) Act, 2016 and to do all acts (including signing and registering agreements, Deeds, papers and documents) as be necessary for the Project and/or in pursuance hereof for and/or on behalf of and/or in the names of the Owners. The Owners agree and undertake to grant from time to time, such further powers or authorities to be Developer and/or to its director and/or nominees, concerning the Project only, for enabling the Developer to do the various works envisaged hereunder for construction of the New Building and completion of the said Project
15. The Developer shall be entitled at its own costs to take all steps and to do all acts, deeds, matters and things as may be required for development of the said Premises and/or for construction of the New Building thereon.
 - 15.1 The Owners agree and undertake to promptly sign all papers, documents confirmations and/or authorities as may be required by the Developer from time to time, for the Project, including for the purpose of sanction/fresh sanction/modification/regularization/extension/renewal of the Plans, construction of the New Building, Project Finance and sale of the Developer's Area and the Owners shall fully co-operate with the Developer in all respects.
16. During the subsistence of this agreement the Owners shall not sell, transfer, encumber or deal with the Premises other than the Owners' Area in terms of this Agreement.
17. In case any party fails to fulfill any of its obligations mentioned herein, the other party shall be entitled to refer the matter to arbitration as provided for hereunder and claim specific performance of the contract and/or damages.



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18. Any notice required to be given by any of the parties hereto the other shall be deemed to have been served on the party concerned if served through a special messenger or sent to the address of the party concerned mentioned in this Agreement (or as be notified in writing subsequently) by registered post/speed post with acknowledgement due. Such service shall be deemed to have been effected on the 7th day of handing over of the registered cover to the postal authorities irrespective of refusal to accept service or non-service by the postal authorities.
19. All disputes, differences and/or claims, if any arising out of or relating to or concerning the agreement recorded herein and/or any of the provisions contained herein (including those wherein arbitration is mentioned and those wherein arbitration is not so mentioned) including interpretation thereof, shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 to a Sole Arbitrator appointed in terms of the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata, the Arbitrator shall have summary powers and may given interim award(s) and/or direction(s). It shall not be obligatory on the part of the Arbitrator to follow rules of evidence and/or procedure or give any reasons for the direction(s) of the award(s).
20. The Developer may assign this agreement with the prior written consent of the Owners.
21. This Agreement is being signed by the parties at the office of the Developer at 1, Garstin Place, Kolkata – 700 001 and the parties expressly agree that only the Hon'ble High Court at Calcutta shall have jurisdiction regarding any matter relating to the agreement recorded herein.

THE FIRST SCHEDULE

(the Premises)

ALL THAT the piece and parcel of land measuring 4287.00 square meters (equivalent to 46145 square feet) more or less together with the buildings and structures originally constructed thereon measuring about 9892 square feet and ~~situate~~ lying at and being No. 37, Ballygunge Park in the town of Kolkata, Police Station Karaya, being butted and bounded in the manner as follows :-

ON THE NORTH	:	Ballygunge Park
ON THE EAST	:	Premises no. 36, Ballygunge Park



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ON THE SOUTH	:	Premises no. 38, Ashutosh Choudhury Road,
ON THE WEST	:	Ashutosh Choudhury Road.

THE SECOND SCHEDULE

(Specifications)

SOIL TREATMENT	:	Anti-termite treated.
FOUNDATION	:	Reinforced concrete pile foundation.
WALLS	:	All walls set in good quality bricks/blocks plaster with cement mortar finished with plaster of paris lime punning/putty.
DOORS & WINDOWS	:	As per Architect's specifications.
FLOORING	:	Flat to have flooring with marble and/or granite. Toilets and kitchen to be done up in marble/tiles.
KITCHEN	:	Spacious kitchen to be provided with polished granite platform with stainless steel sink.
TOILETS	:	Coloured western style water closet and wash-basin with best deluxe quality chromium plated bathroom fixtures with hot & cold mixer and flush valve.
ELECTRICALS	:	3 Phase power supply, copper core wiring through concealed conduits, adequate provisions for A. C. telephone, cable T. V. and geyser power points.
WATER SUPPLY	:	Bore-well water/corporation water to ensure continuous supply.
ELEVATORS	:	Automatic elevators with feather touch control.
GENERATOR	:	Generator for facilities like all lights, motors, lifts in the Common Portions and lights, fans and five amps plugs within the units at chargeables.
FIRE FIGHTING	:	Five detection and protection system as per Government Norms.
SECURITY	:	Apart from provision of general security for the complex, a security front desk equipped with CCTV security system and an intercom system.
PARKING	:	Car-parking
AIR CONDITIONING	:	Provision for VRV on extra charges
SPECIAL AMENITIES	:	Air conditioned ground floor lobby, landscaped garden, provision for air-conditioned community hall, swimming pool and Residents Lounge, common toilet for drivers/security.
ELEVATION	:	Good elevation.



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It has been agreed that the above specifications shall be applicable to the Units being retained by the Owner No. 1 for personal use/residence out of the Owners' Area and that the Developer shall be entitled to sell the Developer's Area in a bare shell condition, that is, without internal finishing or with different specifications and that the Developer may allow the buyers of the Developer's Area to have access to their respective Units for the purpose of internal flat finishing and/or for fit outs, interiors and furniture works etc. although formal possession shall be handed over later.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

EXECUTED AND DELIVERED by the **OWNERS** at Kolkata in the presence of:

1. *Abhyik Sah*
1, Ganster Place,
Kolkata - 700001
2. *Sauri Sumerkera*
6, Church Lane
Kolkata - 700001

Rehari Law
Abhishek Law
Sumitra Law
Gouri Law
Prasanna

EXECUTED AND DELIVERED by the **DEVELOPER** at Kolkata in the presence of:

1. *Abhyik Sah*
2. *Sauri Sumerkera*

ORBIT NIKETAN PVT. LTD.

[Signature]

Director

ORBIT PROJECTS PVT. LTD.

[Signature]

DIRECTOR

Drafted by:

Souvik Ganguly
Mr. Souvik Ganguly, Advocate
Enrolment No. WB/ 1050/2014
C/o. R. Ginodia & Co. LLP, Advocates
Ground Floor, 6, Church Lane
Kolkata - 700 001.



PRE. NO.-36

65500

PRE. NO.-36

II

BALLYGUNGE PARK

75410

BALLYGUNGE PARK

17050

PRE. NO.-38

36780

66720

30480 MM WIDE ASHUTOSH CHOWDHURY AVENUE
(GARIAHAT ROAD)

TO GARIAHAT

TO PARK CIRCLE

CCFD
GROUND

CESC

ORBIT PROJECTS (P) LTD

manan

DIRECTOR

ORBIT NIKETAN PVT. LTD

[Signature]

Director

EXISTING STRUCTURE NOT SHOWN IN THE PLAN



Kaberi Das

[Signature]

Sunetra Das
Gouri Das

[Signature]

SIGNATURE OF OWNER

PROJECT : SITE PLAN AT PREMISES NO.-
37, BALLYGUNGE PARK, KOLKATA-19.
WARD NO.-65, BOROUGH-VII, UNDER
KOLKATA MUNICIPAL CORPORATION.





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



192025260196249298

GRN Details

GRN:	192025260196249298	Payment Mode:	SBI Epay
GRN Date:	05/08/2025 12:41:26	Bank/Gateway:	SBlePay Payment Gateway
BRN :	1955437604927	BRN Date:	05/08/2025 12:42:12
Gateway Ref ID:	1057282868	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	050820252019624928	Payment Init. Date:	05/08/2025 12:41:26
Payment Status:	Successful	Payment Ref. No:	2002179408/3/2025

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr GOURI SANKAR RANA
Address:	KOLKATA
Mobile:	9830242270
Period From (dd/mm/yyyy):	05/08/2025
Period To (dd/mm/yyyy):	05/08/2025
Payment Ref ID:	2002179408/3/2025
Dept Ref ID/DRN:	2002179408/3/2025

Payment Details


































Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002179408/3/2025	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2002179408/3/2025	Property Registration- Registration Fees	0030-03-104-001-16	176600
Total				251621

IN WORDS: TWO LAKH FIFTY ONE THOUSAND SIX HUNDRED TWENTY ONE ONLY.

PAID



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 : <i>Kaberi Lao</i>				
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature : <i>Amnang Lao</i>				
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
		Signature : <i>Lumelia Lao</i>				




































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Alipore, South 24 Parganas

- 5 AUG 2025

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 : <i>Gouri Law</i>						
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
Signature : <i>Acharya</i>						
		(Left Hand)				
		Little	Ring	Middle	Fore	Thumb
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
						
Signature : <i>[Signature]</i>						















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District Sub Registrar-II
Alipore, South 24 Parganas

- 5 AUG 2025

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 :				



Major Information of the Deed

Deed No :	I-1602-11473/2025	Date of Registration	05/08/2025
Query No / Year	1602-2002179408/2025	Office where deed is registered	
Query Date	29/07/2025 7:35:00 PM	D.S.R. -I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Gouri Sankar Rana R. Ginodia Co. LLP, 6, Church Lane,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7980848205, 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 : 1,76,00,000/-]	
Set Forth value		Market Value	
		Rs. 67,74,00,257/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,121/- (Article:48(g))		Rs. 1,76,632/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :










District: South 24-Parganas, P.S:- Ballygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ballygunj park, Road Zone : (On Road -- On Road) , , Premises No: 37, , Ward No: 065 Pin Code : 700019







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	46145 Sq Ft		67,29,48,857/-	Width of Approach Road: 80 Ft.,
Grand Total :				105.7491Dec	0 /-	6729,48,857 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	9892 Sq Ft.	0/-	44,51,400/-	Structure Type: Structure, Status of Completion : Completed
Gr. Floor, Area of floor : 9892 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 70 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		9892 sq ft	0 /-	44,51,400 /-	

Land Lord Details :







Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mrs Kaberi Law Wife of Late Biswanath Law Executed by: Self, Date of Execution: 05/08/2025 , Admitted by: Self, Date of Admission: 05/08/2025 ,Place : Office	Photo  05/08/2025	Finger Print  Captured LTI 05/08/2025	Signature  05/08/2025
385/1, Keyatala Lane, City:- Kolkata, P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.: AIxxxxxx8D, Aadhaar No: 83xxxxxxxx4704, Status :Individual, Executed by: Self, Date of Execution: 05/08/2025 , Admitted by: Self, Date of Admission: 05/08/2025 ,Place : Office				
2	Name Mr Shubhadeep Law Son of Late Biswanath Law Executed by: Self, Date of Execution: 05/08/2025 , Admitted by: Self, Date of Admission: 05/08/2025 ,Place : Office	Photo  05/08/2025	Finger Print  Captured LTI 05/08/2025	Signature  05/08/2025
385/1, Keyatala Lane, City:- Kolkata, 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: IndiaDate of Birth:XX-XX-1XX5 , PAN No.: AMxxxxxx7A, Aadhaar No: 48xxxxxxxx1517, Status :Individual, Executed by: Self, Date of Execution: 05/08/2025 , Admitted by: Self, Date of Admission: 05/08/2025 ,Place : Office				
3	Name Miss Sunetra Law Daughter of Late Biswanath Law Executed by: Self, Date of Execution: 05/08/2025 , Admitted by: Self, Date of Admission: 05/08/2025 ,Place : Office	Photo  05/08/2025	Finger Print  Captured LTI 05/08/2025	Signature  05/08/2025
385/1, Keyatala Lane, City:- Kolkata, P.O:- Sarat Bose Road, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.: ADxxxxxx5J, Aadhaar No: 24xxxxxxxx1711, Status :Individual, Executed by: Self, Date of Execution: 05/08/2025 , Admitted by: Self, Date of Admission: 05/08/2025 ,Place : Office				

4	Name Mrs Gouri Law Wife of Late Sankar Law Executed by: Self, Date of Execution: 05/08/2025 , Admitted by: Self, Date of Admission: 05/08/2025 ,Place : Office	Photo  05/08/2025	Finger Print  Captured LTI 05/08/2025	Signature  05/08/2025
33, Ballygunj park, City:- Kolkata, P.O:- Karaya, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.:: ACxxxxxx5C, Aadhaar No: 36xxxxxxxx4749, Status :Individual, Executed by: Self, Date of Execution: 05/08/2025 , Admitted by: Self, Date of Admission: 05/08/2025 ,Place : Office				
5	Name Miss Sudakshina Chowdhury Daughter of Late Sankar Law Executed by: Self, Date of Execution: 05/08/2025 , Admitted by: Self, Date of Admission: 05/08/2025 ,Place : Office	Photo  05/08/2025	Finger Print  Captured LTI 05/08/2025	Signature  05/08/2025
6, Suburban Hospital Road, City:- Kolkata, P.O:- Lala Lajpatrai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.:: AGxxxxxx7H, Aadhaar No: 44xxxxxxxx1120, Status :Individual, Executed by: Self, Date of Execution: 05/08/2025 , Admitted by: Self, Date of Admission: 05/08/2025 ,Place : Office				
6	Orbit Niketan Private Limited 1, Garstin Place, City:- Kolkata, P.O:- General Post Office, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX0 , PAN No.:: AAxxxxxx5G, Aadhaar No: 80xxxxxxxx3611, Status :Organization, Executed by: Representative, Executed by: Representative			




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Orbit Projects Private Limited 1, Garstin Place, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-1XX6 , PAN No.:: AAxxxxxx5B,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 Basant Kumar Parakh Son of Mr Ratanlal Parakh Date of Execution - 05/08/2025, , Admitted by: Self, Date of Admission: 05/08/2025, Place of Admission of Execution: Office	Photo  Aug 5 2025 3:26PM	Finger Print  Captured LT1 05/08/2025	Signature  05/08/2025
	50, Haraprasad Shastri Sarani, City:- Kolkata, 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-1XX1 , PAN No.:: AFxxxxxx0P,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Orbit Projects Private Limited (as Director)			
2	Name Mr Vijay Narayan Rathi (Presentant) Son of Late Satya Narayan Rathi Date of Execution - 05/08/2025, , Admitted by: Self, Date of Admission: 05/08/2025, Place of Admission of Execution: Office	Photo  Aug 5 2025 3:30PM	Finger Print  Captured LT1 05/08/2025	Signature  05/08/2025
	P-671, Lake Town, Block A, City:- South Dum Dum, P.O:- Kalindi Housing Estate, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: ADxxxxxx9L, Aadhaar No: 80xxxxxxx3611 Status : Representative, Representative of : Orbit Niketan Private Limited (as Director)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Gouri Sankar Rana Son of Late Kamala Kanta Rana 6, Church Lane, City:- Kolkata, P.O:- Kolkata GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001	 05/08/2025	 Captured 05/08/2025	 05/08/2025
Identifier Of Mr Basant Kumar Parakh, Mrs Kaberi Law, Mr Shubhadeep Law, Miss Sunetra Law, Mrs Gouri Law, Miss Sudakshina Chowdhury, Mr Vijay Narayan Rathi			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mrs Kaberi Law	Orbit Projects Private Limited-17.6249 Dec
2	Mr Shubhadeep Law	Orbit Projects Private Limited-17.6249 Dec
3	Miss Sunetra Law	Orbit Projects Private Limited-17.6249 Dec
4	Mrs Gouri Law	Orbit Projects Private Limited-17.6249 Dec
5	Miss Sudakshina Chowdhury	Orbit Projects Private Limited-17.6249 Dec
6	Orbit Niketan Private Limited	Orbit Projects Private Limited-17.6249 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mrs Kaberi Law	Orbit Projects Private Limited-1648.66666700 Sq Ft
2	Mr Shubhadeep Law	Orbit Projects Private Limited-1648.66666700 Sq Ft
3	Miss Sunetra Law	Orbit Projects Private Limited-1648.66666700 Sq Ft
4	Mrs Gouri Law	Orbit Projects Private Limited-1648.66666700 Sq Ft
5	Miss Sudakshina Chowdhury	Orbit Projects Private Limited-1648.66666700 Sq Ft
6	Orbit Niketan Private Limited	Orbit Projects Private Limited-1648.66666700 Sq Ft

Endorsement For Deed Number : I - 160211473 / 2025

On 05-08-2025

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 14:34 hrs on 05-08-2025, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Mr Vijay Narayan Rathi .

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 67,74,00,257/-

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

Execution is admitted on 05/08/2025 by 1. Mrs Kaberi Law, Wife of Late Biswanath Law, 385/1, Road: Keyatala Lane, , P.O: SARAT BOSE ROAD, Thana: Lake, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife, 2. Mr Shubhadeep Law, Son of Late Biswanath Law, 385/1, Road: Keyatala Lane, , P.O: Sarat Bose Road, Thana: Lake, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Business, 3. Miss Sunetra Law, Daughter of Late Biswanath Law, 385/1, Road: Keyatala Lane, , P.O: Sarat Bose Road, Thana: Lake, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Business, 4. Mrs Gouri Law, Wife of Late Sankar Law, 33, Road: Ballygunj park, , P.O: Karaya, Thana: Bullygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession House wife, 5. Miss Sudakshina Chowdhury, Daughter of Late Sankar Law, 6, Road: Suburban Hospital Road, , P.O: Lala Lajpatrai Sarani, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Business

Indetified by Mr Gouri Sankar Rana, , Son of Late Kamala Kanta Rana, 6, Road: 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 05-08-2025 by Mr Vijay Narayan Rathi, Director, Orbit Niketan Private Limited (Private Limited Company), 1, Garstin Place, City:- Kolkata, P.O:- General Post Office, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Gouri Sankar Rana, , Son of Late Kamala Kanta Rana, 6, Road: Church Lane, , P.O: Kolkata GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 05-08-2025 by Mr Basant Kumar Parakh, Director, Orbit Projects Private Limited (Private Limited Company), 1, Garstin Place, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Gouri Sankar Rana, , Son of Late Kamala Kanta Rana, 6, Road: 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 1,76,632.00/- (B = Rs 1,76,000.00/- , E = Rs 600.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by , by Cash Rs 32.00/-, by online = Rs 1,76,600/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/08/2025 12:42PM with Govt. Ref. No: 192025260196249298 on 05-08-2025, Amount Rs: 1,76,600/-, Bank: SBI ePay (SBIEPay), Ref. No. 1955437604927 on 05-08-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by , by Stamp Rs 100.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 111491, Amount: Rs.100.00/-, Date of Purchase: 21/07/2025, Vendor name: Anusree Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 05/08/2025 12:42PM with Govt. Ref. No: 192025260196249298 on 05-08-2025, Amount Rs: 75,021/-,
Bank: SBI EPay (SBIPay), Ref. No. 1955437604927 on 05-08-2025, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2025, Page from 491881 to 491928

being No 160211473 for the year 2025.



Digitally signed by SUMAN BASU
Date: 2025.08.07 15:24:40 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 07/08/2025

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS

West Bengal.