

24661/25

I-24093/25



पश्चिम बंगाल WEST BENGAL

AZ 244889

Certified that the document is submitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Register-III
Alipore, South 24-parganas

24/12/25

DEVELOPMENT AGREEMENT

1. Date of Execution: 24th day of December, 2025 (Two Thousand and Twenty Five)
2. Place of Execution: Kolkata
3. Parties

3.1 M/s NIRMAN (Pan No. AAGFN6845E, Date of Incorporation - 16/04/2007), a partnership firm having its principal place of business at Premises No. 22, R.N. Mukherjee Road, P.O. G.P.O., P.S. Hare Street, Kolkata - 700001, West Bengal, India, represented by its existing partners namely Mr. TUSHAR KANTI SEN, (Pan No. ALOPS2468M, Aadhaar No. 8881 0936 0495, Ph. No. 9830070386, Date of Birth - 07/12/1953) son of Late Nani Gopal Sen, (b) Mr. DEBASIS SEN, (Pan No. AKTPS2502A, Aadhaar No. 5121 5506 1549, Ph. No. 9830029599, Date of Birth -

042330

Sl. No.....Date.....
Name.....
Add.....
AMT.....100.....

M/S Miramon

22, P.W. Mukherjee Rd.
Kolkata


SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PCS. ALIPORE

24 DEC 2025

Admitted by me
Sanjay Das
2101 Kharayen Das
51/3 Pokhara Road KOL-15
P.S - Entally
P.O - Tangra

18/04/1976) son of Samarendra Narayan Sen, (c) **Mr. SANDIP SEN**, (Pan No. AKLPS7659A, Aadhaar No. 3140 2843 0095, Ph. No. 9830022095, Date of Birth – 05/12/1979) son of Samarendra Narayan Sen, all by faith – Hindu, all by occupation – Business, all residing at 'Ananda Niketan' P.O. Joka, 58A, Diamond Harbour Road, P.S. Thakurpukur, Kolkata-700104, West Bengal, India (d) **Mrs. ARUNA SEN**, (Pan No. AIEPS5631D, Aadhaar No. 9014 6683 2196, Ph. No. 9831564926, Date of Birth – 25/07/1966) wife of Late Sunil Kumar Sen, by faith – Hindu, by occupation – Business, residing at AK 104 Sector 2, Sech Bhawan, Bidhannagar, P.O. Sech Bhawan, Kolkata – 700091, P.S. Bidhannagar East, West Bengal, India, all vide General Power of Attorney dated 20th September 2024, registered at and before the Office of District Sub-Registrar – II at Alipore and duly recorded in Book No. IV, Volume No. 1602 - 2024, Pages from 4760 to 4774, being Deed No. 160200280 for the year 2024, are being represented by their Constituted Attorney **Mr. TUSHAR KANTI SEN** (Pan No. ALOPS2468M, Aadhaar No. 8881 0936 0495, Ph. No. 9830070386, Date of Birth – 07/12/1953) Son of Late Nani Gopal Sen, residing at Ananda Niketan, P.O. Joka, 58 A Diamond Harbour Road, P.S. Thakurpukur, Kolkata – 700104, West Bengal, India, herein after called, referred to and identified as the “**OWNER**” (which term or expression unless excluded by or repugnant to the subject or context shall mean, imply and include its partners, authorized representatives, successors-in-office, executors, administrators, legal representatives, nominees and assigns) of the **FIRST PART**.

AND

3.2 M/s ORCHID DEVELOPER, a proprietorship firm having its principal place of business at 10 Dr. Radha Gobindo Nath Sarani (formerly Russa Road, South 1st Lane), Kolkata - 700033, West Bengal, India, represented by its Sole Proprietor **Mr. AMIT SINGH**, (PAN No. AWAPS9174K, AADHAAR No. 4821 9882 0134, Mobile No. 9830490993, Date of Birth – 03/04/1980) Son of Mr. Madan Singh, residing at 32 Russa Road (South), 1st Lane P.O. Charu Market, P.S. Golf Green, Kolkata – 700033, West Bengal, India, herein after called, referred to and identified as the “**DEVELOPER**”, (which term and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean imply and include it's heirs,

18/04/1976) son of Samarendra Narayan Sen, (c) **Mr. SANDIP SEN**, (Pan No. AKLPS7659A, Aadhaar No. 3140 2843 0095, Ph. No. 9830022095, Date of Birth – 05/12/1979) son of Samarendra Narayan Sen, all by faith – Hindu, all by occupation – Business, all residing at 'Ananda Niketan' P.O. Joka, 58A, Diamond Harbour Road, P.S. Thakurpukur, Kolkata-700104, West Bengal, India (d) **Mrs. ARUNA SEN**, (Pan No. AIEPS5631D, Aadhaar No. 9014 6683 2196, Ph. No. 9831564926, Date of Birth – 25/07/1966) wife of Late Sunil Kumar Sen, by faith – Hindu, by occupation – Business, residing at AK 104 Sector 2, Sech Bhawan, Bidhannagar, P.O. Sech Bhawan, Kolkata – 700091, P.S. Bidhannagar East, West Bengal, India, all vide General Power of Attorney dated 20th September 2024, registered at and before the Office of District Sub-Registrar – II at Alipore and duly recorded in Book No. IV, Volume No. 1602 - 2024, Pages from 4760 to 4774, being Deed No. 160200280 for the year 2024, are being represented by their Constituted Attorney **Mr. TUSHAR KANTI SEN** (Pan No. ALOPS2468M, Aadhaar No. 8881 0936 0495, Ph. No. 9830070386, Date of Birth – 07/12/1953) Son of Late Nani Gopal Sen, residing at Ananda Niketan, P.O. Joka, 58 A Diamond Harbour Road, P.S. Thakurpukur, Kolkata – 700104, West Bengal, India, herein after called, referred to and identified as the “**OWNER**” (which term or expression unless excluded by or repugnant to the subject or context shall mean, imply and include its partners, authorized representatives, successors-in-office, executors, administrators, legal representatives, nominees and assigns) of the **FIRST PART**.

AND

3.2 M/s ORCHID DEVELOPER, a proprietorship firm having its principal place of business at 10 Dr. Radha Gobindo Nath Sarani (formerly Russa Road, South 1st Lane), Kolkata - 700033, West Bengal, India, represented by its Sole Proprietor **Mr. AMIT SINGH**, (PAN No. AWAPS9174K, AADHAAR No. 4821 9882 0134, Mobile No. 9830490993, Date of Birth – 03/04/1980) Son of Mr. Madan Singh, residing at 32 Russa Road (South), 1st Lane P.O. Charu Market, P.S. Golf Green, Kolkata – 700033, West Bengal, India, herein after called, referred to and identified as the “**DEVELOPER**”, (which term and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean imply and include its heirs,

successors-in-office, executors, administrators, legal representatives and assigns) of the
SECOND PART.

The Owner and Developer herein and hereinafter for the sake of brevity be individually referred to as a **Party** and collectively as the **Parties**.

4. Devolution of Title

- 4.1 One Kamala Banerjee by operation of a registered **Indenture of Conveyance** dated **26th October 1941** purchased ALL THAT piece and parcel of land admeasuring more or less **6 Cottah 15 Chittak 43 Sq. Ft.** lying, situated at and identified as Premises No. 30 Golf Club Road, Tollygunge, Calcutta, which was registered at and before the **Office of The Sub-Registrar at Alipore** and was duly recorded in **Book No. I, Volume No. 36, Pages 59 to 71, Being No. 2057** for the year 1941.
- 4.2 The said Kamala Banerjee by operation of the said registered Indenture of Conveyance dated **26th October 1941** became the sole and absolute owner of the said property being ALL THAT piece and parcel of land admeasuring more or less **6 Cottah 15 Chittak 43 Sq. Ft.** lying, situated at and identified as Premises No. 30 Golf Club Road and subsequently mutated her name in the records of The Calcutta Municipal Corporation and the said property was separated and renumbered as Premises No. 68 Golf Club Road (now known and numbered as 68 Uday Shankar Sarani), Calcutta, by the then Calcutta Municipal Corporation.
- 4.3 The said Kamala Banerjee while being seized and possessed of the said property, by operation of a registered **Indenture of Conveyance** dated **20th February 1995**, sold, transferred, conveyed, assigned and assured unto one Anjali Devi Chaudhry the said property being ALL THAT piece and parcel of land admeasuring more or less **6 Cottah 15 Chittak 43 Sq. Ft.** comprised in Touzi No. 56, Mouza – Chandpur, Pargana – Khaspur, Khatian No. 397, Dag No. 635, J.L. No. 41, lying, situated at and identified as **KMC Premises No. 68 Uday Shankar Sarani** (formerly Golf Club Road and also known as Uday Sankar Sarani as per Kolkata Municipal Corporation), **Kolkata – 700033**, P.S. erstwhile Jadavpur and now Golf Green, District – 24 Parganas (South), within the limits of **Ward No. 094** of the Kolkata Municipal Corporation, which was registered at and before the **Office of The District Sub-Registrar - I at Alipore** and

was duly recorded in **Book No. I, Volume No. 29, Pages 125 to 146, Being No. 955** for the year 1996.

- 4.4 The said Anjali Devi Chaudhry by operation of the said registered Indenture of Conveyance dated 20th February 1995 became the sole and absolute owner of the said property being ALL THAT piece and parcel of land admeasuring more or less 6 Cottah 15 Chittak 43 Sq. Ft. comprised in Touzi No. 56, Mouza – Chandpur, Pargana – Khaspur, Khatian No. 397, Dag No. 635, J.L. No. 41, lying, situated at and identified as KMC Premises No. 68 Uday Shankar Sarani (formerly Golf Club 18 Road and also known as Uday Sankar Sarani as per Kolkata Municipal Corporation), Kolkata – 700033, P.S. erstwhile Jadavpur and now Golf Green, District – 24 Parganas (South), within the limits of Ward No. 094 of the Kolkata Municipal Corporation, and subsequently mutated her name in the records of the then Calcutta Municipal Corporation and now Kolkata Municipal Corporation and subsequently started paying taxes in respect of the said property vide **Assessee No. 210940301506**.
- 4.5 The said Anjali Devi Chaudhry by operation of a registered **Deed of Conveyance** dated 24th day of September 2025, sold, transferred and conveyed free from all encumbrances the Said Property being ALL THAT piece and parcel of land admeasuring more or less 6 Cottah 15 Chittak 43 Sq. Ft. together with 200 Sq. Ft. asbestos shed structure lying thereon comprised in Touzi No. 56, Mouza – Chandpur, Pargana – Khaspur, Khatian No. 397, Dag No. 635, J.L. No. 41, lying, situated at and identified as **KMC Premises No. 68 Uday Shankar Sarani** (formerly Golf Club Road and also known as Uday Sankar Sarani as per Kolkata Municipal Corporation), Kolkata – 700033, P.S. erstwhile Jadavpur and now Golf Green, District – 24 Parganas (South), **Assessee No. 210940301506**, within the limits of **Ward No. 094 of the Kolkata Municipal Corporation** to one **M/s Nirman** which was registered at and before the **Office of The District Sub-Registrar-III at Alipore** and the same was duly recorded in **Book No. I, Volume No. 1603-2025, Pages from 491058 to 491088, Being No. 160318721** for the year 2025.
- 4.6 The said **M/s Nirman** by operation of the said registered **Deed of Conveyance** dated 24th day of September 2025 became the sole and absolute owner of the said property being ALL THAT piece and parcel of land admeasuring more or less 6 Cottah 15

Chittak 43 Sq. Ft. together with 200 Sq. Ft. asbestos shed structure lying thereon comprised in Touzi No. 56, Mouza – Chandpur, Pargana – Khaspur, Khatian No. 397, Dag No. 635, J.L. No. 41, lying, situated at and identified as **KMC Premises No. 68 Uday Shankar Sarani** (formerly Golf Club Road and also known as Uday Sankar Sarani as per Kolkata Municipal Corporation), **Kolkata – 700033**, P.S. erstwhile Jadavpur and now Golf Green, District – 24 Parganas (South), **Assessee No. 210940301506**, within the limits of **Ward No. 094** of the **Kolkata Municipal Corporation** and mutated its name in the records of The Kolkata Municipal Corporation and obtained **Mutation Certificate** dated **30th October 2025**, arising out of Mutation Case No. O/094/30-10-2025/66689, in its name.

4.7 NOW the Party of the First Part intends to develop the property and the Party of the Second Part at the request of the Party of the First Part agrees to develop the said property in the following terms and conditions:-

- (a) That the ratio of the said Development Agreement will be as per clause 4.7 (b), written hereinbelow, by and between the parties as per F.A.R. of the sanctioned building plan.
- (b) That the allocation of the instant registered Development Agreement will be as follows:-

(i) **Owner's Allocation:-**

1. **100% share** of the total area of the **residential flats / commercial / office space** proposed to be constructed at the **first and second floor**;
2. **50% share** of the total area of the **car parking spaces** proposed to be constructed at the **ground floor**;
3. **100% share** of the total area of the **commercial / mercantile / office space** proposed to be constructed at the **ground floor (south - west side)**, if sanctioned and developed in accordance with law in the future and developed in accordance with law in the future;
together with proportionate share in the common amenities and facilities over, on and in respect of the Said Property and/or entire below First Scheduled Property and also on, over and in respect of all the present and future constructed area and/or Developed area and/or land area over on and in respect of the Said

Property as mentioned in the First Schedule below at the foot of these Presents more fully and particularly mentioned in the **Second Schedule** of these presents.

(ii) **Developer's Allocation:-**

1. 100% share of the total area of the **residential flats** proposed to be constructed at the **third floor** and any additional floor, if sanctioned and developed in accordance with law in the future;
 2. 50% share of the total area of the **car parking spaces** proposed to be constructed at the **ground floor**;
together with proportionate share in the common amenities and facilities over, on and in respect of the Said Property and/or entire below First Scheduled Property and also on, over and in respect of all the present and future constructed area and/or Developed area and/or land area over on and in respect of the Said Property as mentioned in the First Schedule below at the foot of these Presents more fully and particularly mentioned in the **Second Schedule** of these presents.
- (c) That the Developer will hand over possession of the Owner's Allocation within 24 (twenty four) months from the date of sanction of the Building Plan, with a grace period of 3 (three) months, subject to Force Majeure as defined in Article X below ("Completion Time"). Be it mentioned here that the Owner's Allocation should be delivered first, thereafter the Developer will deliver the possession of its allocation to the Intending Purchasers.
- (d) After execution of the Development Agreement, the Developer will be entirely liable to look after the whole property at its own cost.
- (e) The Developer will hand over the authorized Completion Certificate of the Building to the Owner.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS WRITTEN HEREINAFTER AND THE PARTIES HEREIN IRREVOCABLY COVENANTS WITH EACH OTHER AS FOLLOWS:

5. ARTICLE - I: DEFINITIONS

TITLE DEED: shall mean all deeds, documents, papers and writings regarding title of the property.

BUILDING: shall mean the building or buildings to be constructed on the said piece and parcel of land mentioned above in accordance with the building plan or revised plan thereof, to be sanctioned by the Kolkata Municipal Corporation.

COMMON FACILITIES AND AMENITIES: shall mean and include corridors, lift, generator, generator room, stair ways, passage ways, boundary walls, main gate, drains, septic tank, overhead water tank and underground water reservoir, pump and motor, pump room, service room, electric meter board with individual meter for each flat and open space or spaces and other facilities along with the easement attached thereto or which may be mutually agreed upon between the parties or whatsoever required for the establishment, location, enjoyment, provisions, maintenance and / or management of the building and / or common facilities or any of them thereon as the case may be.

Separate electric meters will be installed for each units proposed to be constructed in the said property. Furthermore, one common meter will be installed in the name of "Orchid Developer" for motor pump, lift, stair lights for common passage including roof of the premises and security room with toilet.

SALEABLE SPACE: shall mean flats, apartment or apartments, car parking space, commercial / mercantile space thereof for residential / commercial purpose only and for exclusive use of the Flat Owners / Intending Purchasers in the building available for independent use and occupation excepting what is due to and the Owner and after making due provisions for common facilities and the space required thereof.

OWNER'S ALLOCATION:

1. 100% share of the total area of the residential flats / commercial / office space proposed to be constructed at the **first and second floor**;
2. 50% share of the total area of the car parking spaces proposed to be constructed at the **ground floor**;
3. 100% share of the total area of the commercial / mercantile / office space proposed to be constructed at the **ground floor (south - west side)**, if sanctioned and developed in accordance with law in the future and developed in accordance with law in the future;

together with proportionate share in the common amenities and facilities over, on and in respect of the Said Property and/or entire below First Scheduled Property and also on, over and in respect of all the present and future constructed area and/or Developed area and/or land area over on and in respect of the Said Property as mentioned in the First Schedule below at the foot of these Presents more fully and particularly mentioned in the **Second Schedule** of these presents.

DEVELOPER'S ALLOCATION:

1. 100% share of the total area of the **residential flats** proposed to be constructed at the **third floor** and any additional floor, if sanctioned and developed in accordance with law in the future;
2. 50% share of the total area of the **car parking spaces** proposed to be constructed at the **ground floor**;

together with proportionate share in the common amenities and facilities over, on and in respect of the Said Property and/or entire below First Scheduled Property and also on, over and in respect of all the present and future constructed area and/or Developed area and/or land area over on and in respect of the Said Property as mentioned in the First Schedule below at the foot of these Presents more fully and particularly mentioned in the **Second Schedule** of these presents.

ARCHITECT: shall mean the qualified person or persons as may be appointed by the Developer for designing and planning of the building to be constructed on the said land.

BUILDING PLAN: shall mean plan or plans or revised plan thereof, prepared by the empaneled and qualified architect for the construction of the building, to be sanctioned by the Kolkata Municipal Corporation and / or any other competent authority or authorities as the case may be.

TRANSFER: shall mean with its grammatical variations and shall include transfer of title or by any other means adopted for effecting what is understood as transfer of space to the transferee thereof.

TRANSFEREES: shall mean a person or persons, firm, limited company, association of persons to whom any saleable space in the building to be transferred under law for residential and/or commercial purposes.

Words importing singular shall include plural and Vice-versa.

6. ARTICLE - II : TITLE AND INDEMNITY

The Owner hereby declares that it is the sole and absolute owner of the said property and is lawfully entitled to the same and no dispute or any suit, action or legal proceedings is pending in respect of the said property or any part or portion thereon and has the absolute right, title, interest and possession of the said premises to enter in to this agreement with the Developer.

7. ARTICLE - III : DEVELOPER'S RIGHT

The Owner hereby grants exclusive right to the Developer to develop the said property in such a manner in accordance with the provisions herein contained.

The Owner shall at the costs of the Developer from time to time and at any time submit and / or join with the Developer as the Owner of the said property in submitting the building plan applications and writings to the appropriate authority for sanction and / or approval of the plans and / or materials and / or otherwise as may or shall be required for the construction of the proposed building on the said property. The Developer shall cause to be made, which shall be required by the Government and / or any other authority aforesaid, to comply with any sanction or approval aforesaid. It is morefully stated herein that the Developer shall submit the Building Plan for sanction before the Kolkata Municipal Corporation.

All applications, plans and other papers and documents referred to above shall be prepared by the Architects and / or qualified persons appointed by the Developer at its own costs and submitted by or in the name of the Owner and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited for sanction of the Building Plan.

The Developer shall render the Owner all responsible assistance and co-operation necessary to apply for and /or to obtain all permission, clearance and approvals in terms thereof and shall have the directions to submit the application, plans and others papers and documents and / or to do any other acts deeds, matters and things envisaged herein as agent for and / or on behalf of or in the name with the consent of the Owner and to directly collect and receive the same from the concerned authorities or bodies any refunds or other payments or deposits made by the Developer for which purpose the Owner shall grant the Developer and its nominees or successors, necessary power and authorities, to sign, make, file, amend, withdraw and / or follow up the same and /or to do all other acts, deeds, matters and things necessary to obtain requisite sanctioned permissions, clearance and approvals as aforesaid.

That after obtaining the sanctioned building plan, the Developer shall start construction work.

The Developer shall be entitled to receive, realize and appropriate the sale proceeds and/or construction costs from the intending purchaser or purchasers of flats, car parking space or spaces, commercial / mercantile space or spaces together in the said proposed building pertaining to the Developer's Allocation.

Further, the Developer shall be also entitled to receive the sale proceeds from the intending purchaser or purchasers of flats, car parking space or spaces in the said proposed building pertaining to the Owner's Allocation and once received shall immediately transfer the same to the designated bank account of the Owner without deduction of a single rupee.

The Developer shall take sale proceeds of demolition of Building, if any.

8. ARTICLE - IV : CONSIDERATION

In consideration of the Owner having agreed to grant to the Developer the exclusive right to develop and / or construct the proposed building in the manner herein before mentioned, during the course of Development and/or Construction, the Owner will not remain responsible or liable for any violation of law of the land and the responsibility and liability will only remain with the Developer.

9. ARTICLE - V : BUILDING

The Developer shall at its own costs or by raising funds from the prospective buyers or intending purchasers in the manner it considers necessary for which it is hereby agreed between the parties hereto that the Developer shall be at liberty to invite applications from the prospective buyers for transfer of its allocated portion in the building to be constructed on the land comprised in the said premises in accordance with the building plan approved by the Architect and duly sanctioned by the Kolkata Municipal Corporation or revised thereof with good materials as are necessary for such construction and in accordance with the specifications mentioned in the Third Schedule hereunder written and also in good workmen like manner within a period of 24 (twenty four) months from the date of sanction plan and if the construction work is not completed within such period then the Owner and Developer will mutually extend this Agreement.

The Developer shall also install and provide in the said building at its own cost the pump, lift, generator, water storage tank, overhead reservoir, underground reservoirs, septic tanks, inside electrifications, plumbing's and or other facilities required to be provided in the building in the terms of the sanctioned plan or under any applicable statutory bye-laws, or regulations relating to the building rules on the said land and specifications as mentioned in the Third Schedule hereunder written.

The Developer shall at its own costs and without creating any financial or other liability on the Owner, construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modifications thereof made or cause to be made by the Developer in accordance with Law.

All costs, charges and expenses including Architect fees shall be discharged and paid by the Developer and the Owner shall bear no responsibility in this context.

10. ARTICLE - VI : AUTHORITY

The Developer shall be entitled to transfer or otherwise deal with the flat/flats and/or apartments and/or any other saleable spaces and car parking space of the building including

undivided proportionate share of land to use the common areas and facilities to be transferred to the prospective transferees.

It is distinctly stipulated and agreed that the Developer shall have authority to negotiate for and/or sale flat/flats or apartment/apartments and/or any other saleable space i.e. its allocation of share of the said building.

11. ARTICLE - VII : OWNER'S OBLIGATIONS

The Owner doth hereby agrees and covenant with the Developer not to do any act, deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of the flat/flats or apartment, parking space, commercial / mercantile space of its allocation of share in the said building of the said premises of the Developer's Allocation except Owner's Allocations.

The Owner shall be bound to hand over peaceful khas possession of the property to the Developer.

The Owner or any person or persons claiming through them shall not in any way cause any interference or obstruction whereby the Developer or any person or persons claiming through them shall in any manner be prevented from constructing and erecting the said building on the said land in the said premises.

If the Owner commits breach of any of the terms and conditions herein contained or delay in delivering the possession of the said premises as herein before stated, the Owner and the Developer shall mutually extend this Agreement.

If any dispute or defect arises in respect of the land and land related documents it shall be amicably settled by and between the parties, i.e. the Owner and the Developer.

12. ARTICLE - VIII : DEVELOPER'S OBLIGATIONS

The Developer doth hereby agrees and covenant with the Owner to complete the construction of the said building in terms of this Agreement and in accordance with sanctioned plan or revised thereof duly sanctioned by the Kolkata Municipal Corporation

within 24 (twenty four) months from the date of sanction plan unless prevented by way of circumstances beyond the control or by force majeure.

The Developer hereby agrees and covenants with the Owner not to violate, contrivance any of the protection or Rules applicable for construction of the said building.

That the Developer will give a copy of the Sanctioned Plan which is sanctioned by the Kolkata Municipal Corporation in the name of the Owner.

That the Developer shall clear all the outstanding dues, if any, regarding municipal tax in respect to the said premises prior to this Agreement which will be deducted from the payment receivable by the Owner. All post agreement dues in this context will be borne by the Developer.

13. ARTICLE - IX : MISCELLANEOUS

It is understood that from time to time to facilitate the uninterrupted construction of the building by the Developer, various acts, deeds, matters and things not specified herein may require the authority of the Owner and various applications and others documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein, the Owner hereby undertakes to do all such acts, deeds, matters, and things do not in any way infringe the rights of the Owner and / or against the spirit of this presents.

Both the Owner and the Developer agrees to extend their best possible co-operation and help towards each other in all needs and situation to complete the proposed building in accordance with this Agreement.

Any notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served on the Owner or if delivered by hand (acknowledgement is required) or sent by prepaid registered post to the Owner and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post to the registered office of the Developer.

The Developer and the Owner shall mutually frame scheme for the management and administration of the said building or buildings and / or common parts thereof. The Parties hereby agree to abide by all the regulations to be framed by Owner's Association who will be in charge of such management of the affairs of the building or buildings and / or common parts thereof and the parties hereto hereby give consent to abide by such Rules and Regulations.

14. ARTICLE - X: FORCE MAJURE

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, pandemic, epidemic and / or any other acts or commission beyond the control of the parties hereto affected hereby and also non-availability of essential materials like cement, steel, etc.

15. ARTICLE - XI: ARBITRATION

In case of any dispute or difference which may arise between the parties with regard to the construction meaning and effect or interpretation of any of the terms and conditions or any part thereof herein confirmed or toughing these presents or determination of any liability the same shall be referred to arbitration and the decision of a sole arbitration if the parties in dispute to agree, otherwise to two arbitration one to be nominated by each party and in case of differences of opinion between them, by the Umpire selected by them at the commencement, of the reference and this clause shall be deemed to be a sun-mission within the meaning of the Arbitration and Conciliation Act, 1996 including its statutory modification and reenactment if any.

16. ARTICLE -XII: JURISDICTION

The Court / Courts having territorial jurisdiction over the said property shall have the Jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land admeasuring more or less **6 Cottah 15 Chittak 43 Sq. Ft.** together with **200 Sq. Ft. asbestos shed structure** lying thereon comprised in Touzi No. 56, Mouza – Chandpur, Pargana – Khaspur, Khatian No. 397, Dag No. 635, J.L. No. 41, lying, situated at and identified as **KMC Premises No. 68 Uday Shankar Sarani** (formerly Golf Club Road and also known as Uday Sankar Sarani as per Kolkata Municipal Corporation), Kolkata – 700033, P.S. erstwhile Jadavpur and now Golf Green, District – 24 Patnanas (South), Assessee No. **210940301506**, within the limits of Ward No. 094 of the **Kolkata Municipal Corporation**, which is butted and bounded as follows :-

On the North : By Premises No. 14/4A Uday Shankar Sarani.
On the South : KMC Road known as Uday Shankar Sarani.
On the East : Premises Nos. 14/1, 14/1A, 14/2 & 14/3 Uday Shankar Sarani.
On the West : Premises No. 70 Uday Shankar Sarani.

THE SECOND SCHEDULE ABOVE REFERRED TO:

OWNER'S ALLOCATION:

1. 100% share of the total area of the residential flats / commercial / office space proposed to be constructed at the first and second floor;
2. 50% share of the total area of the car parking spaces proposed to be constructed at the ground floor;
3. 100% share of the total area of the commercial / mercantile / office space proposed to be constructed at the ground floor (south - west side), if sanctioned and developed in accordance with law in the future and developed in accordance with law in the future; together with proportionate share in the common amenities and facilities over, on and in respect of the Said Property and/or entire below First Scheduled Property and also on, over and in respect of all the present and future constructed area and/or Developed area and/or land area over on and in respect of the Said Property as mentioned in the First Schedule

below at the foot of these Presents more fully and particularly mentioned in the **Second Schedule** of these presents.

DEVELOPER'S ALLOCATION:

1. **100% share** of the total area of the **residential flats** proposed to be constructed at the **third floor** and any additional floor, if sanctioned and developed in accordance with law in the future;
2. **50% share** of the total area of the **car parking spaces** proposed to be constructed at the **ground floor**;

together with proportionate share in the common amenities and facilities over, on and in respect of the Said Property and/or entire below First Scheduled Property and also on, over and in respect of all the present and future constructed area and/or Developed area and/or land area over on and in respect of the Said Property as mentioned in the First Schedule below at the foot of these Presents more fully and particularly mentioned in the **Second Schedule** of these presents.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(SPECIFICATION)

1.	Foundation:	As per Architects drawing and Specifications.
2.	Concrete:	Grade M20 with 1st class brickwork or Hollow Bricks.
3.	Cement:	LAFARGE, ACC, ULTRATECH/ Equivalent.
4.	RCC Structure:	Reinforcement TMT TOR STEEL
5.	Flooring:	Vitrified Tiles 4X2, Entire driveway - Anti skid tiles, Roof flooring - water proof tiles after Cast with adequate waterproofing treatment.
6.	Doors:	Main door high quality TATA PRAVESH & all inside Flush Doors laminated both side only complete with fittings and fixtures. * All wooden items to be painted with a coat of wood primer with fittings and fixtures *

		Toilet Door - Laminated/ specified
7.	Windows:	Aluminum Windows with frosted glass Panes 4mm.
8.	Bathrooms :	-Jaquar /Parry/ Cera/ Hindustan(white) Sanitaryware -Jaquar or equivalent fixtures / Indo-western/ We stern Commode -6' high or lintel height white glazed tiles / (dado) / anti skid ceramic tiles or Marble Flooring.
9.	Walls:	Plaster of Paris on all internal walls, surfaces (Painting to Customer's A/c).
10.	Exterior Paint:	Weather coat - Berger / Asian Paint/ ICI:- as per Architects Elevation finishing and specification.
11.	Lifts:	One no. 4/5 (four/ five) passenger lift (Semi-Auto/Auto)-with outside wooden door of reputed make i.e. Otis/Schindler/ Equivalent.
12.	Water Source:	Municipal Supply water (Under Ground) water tank-KMC connection of water supply.
13.	Electrical:	Concealed copper wiring, standard quality switches and fixtures. Make - Havells/ Anchor or equivalent * TV point in all rooms & Telephone point in living room only.
14.	Power Supply:	*Through H.T/L/T Transformer (if required)with separate meter /sub-meter facilities for individual units. Proportionate cost to be paid by purchaser as billed/ demand raised by CESC for Transformer.
15.	Generator:	At Additional cost of occupiers/ owners/ Purchasers if space for installation permits.

IN WITNESS WHEREOF the parties on and after perusal and understanding of the contexts of these presents have set and subscribe their respective hands, seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the Parties at Kolkata

In the presence of:

Witness:

1. Amal Mondal
for: Fakir chandra Mondal
Natagachi, Sonarpur

2. Pinaki Roy
210 Dilip Roy
211 N G Road kol-29

For NIRMAN

Indra Kant Sen

Partner

for self and as Constituted attorney

1. MR. DEBASIS SEN
2. MR. SANDIP SEN
3. MRS. ARUNA SEN

SIGNATURE OF THE OWNER

For ORCHID DEVELOPER

Anil
Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by me:-

Sayan Chakrabarti

Advocate
 High Court, Calcutta
 Kolkata - 700001

F/1839/1921/2013

SPECIMEN FORM FOR TEN FINGERPRINTS

PHOTO

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



Durbah Kanti Sh.

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



Anwit Singh

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

PHOTO

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

Major Information of the Deed

Deed No :	I-1603-24093/2025	Date of Registration	24/12/2025
Query No / Year	1603-2003414758/2025	Office where deed is registered	
Query Date	19/12/2025 2:59:09 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	JAYABRATA BASU RAY HIGH COURT CALCUTTA, Thana : Hare Street, District : Kolkata, WEST BENGAL, Mobile No. : 9674339486, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2]	
Set Forth value		Market Value	
		Rs. 3,50,46,111/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,020/- (Article:48(g))		Rs. 632/- (Article:E, E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Uday Shankar Sarani, , Premises No: 68, , Ward No: 094 Pin Code : 700033

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	6 Katha 16 Chatak 43 Sq Ft		3,49,86,111/-	Property is on Road
Grand Total :				11.5454Dec	0/-	349,86,111/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	0/-	60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		200 sq ft	0/-	60,000/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	NIRMAN 22, R.N. Mukherjee Road, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-2XX7 , PAN No.:: AAxxxxxx5E,Aadhaar No Not Provided by UIDAI.

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ORCHID DEVELOPER 10, Russa Road South, 1st Lane, City:- Not Specified, P.O:- Charu Market, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 Date of Incorporation:XX-XX-2XX5 , PAN No.: AWxxxxxx4K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Agent by Authenticated Power Details :

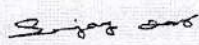
Agent by Authenticated Power Details :				
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Tushar Kanti Sen, Son of Late Nani Gopal Sen Date of Admission: 24/12/2025, admitted by : Self, Place of Admission of Execution: Office	 Dec 24 2025 1:07PM	 Captured LTI 24/12/2025	 24/12/2025
Ananda Niketan, 58A, Diamond Harbour Road, City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.: ALOPS2468M, Aadhaar No: 88xxxxxxxx0495 Status : Agent by Authenticated Power, Agent by Authenticated Power of : Mr Tushar Kanti Sen, Mr Debasis Sen, Mr Sandip Sen, Mrs Aruna Sen				

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Tushar Kanti Sen Son of Late Nani Gopal Sen Ananda Niketan, 58a, Diamond Harbour Road, City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.: ALxxxxxx8M, Aadhaar No: 88xxxxxxxx0495 Status : Representative, Representative of : NIRMAN (as Partner)
2	Mr Debasis Sen Son of Mr Samarendra Narayan Sen Ananda Niketan, 58A, Diamond Harbour Road, City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.: AKxxxxxx2A, Aadhaar No: 51xxxxxxxx1549 Status : Representative, Representative of : NIRMAN (as Partner)
3	Mr Sandip Sen Son of Samarendra Narayan Sen Ananda Niketan, 58A, Diamond Harbour Road, City:- Not Specified, P.O:- Joka, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: AKxxxxxx9A, Aadhaar No: 31xxxxxxxx0095 Status : Representative, Representative of : NIRMAN (as Partner)
4	Mrs Aruna Sen Wife of Late Sunil Kumar Sen AK 104 Sector 2, Sech Bhawan, Bidhannagar, City:- Not Specified, P.O:- Sech Bhawan, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN

Name	Photo	Finger Print	Signature
Mr Amit Singh (Presentant) Son of Mr Madan Singh Date of Execution - 24/12/2025, , Admitted by: Self, Date of Admission: 24/12/2025, Place of Admission of Execution: Office		 Captured	
Dec 24 2025 1:07PM	LTI 24/12/2025	24/12/2025	
32, Russa Road South, 1st Laje, City:- Not Specified, P.O:- Charu Market, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700033, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.: AWxxxxxx4K, Aadhaar No: 48xxxxxxxx0134 Status : Representative, Representative of : ORCHID DEVELOPER (as Proprietor)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sanjay Das Son of Late Narayan Das 51/S, Pottery Road, City:- Not Specified, P.O:- Tangra, P.S:-Entaly, District:-South 24-Parganas, West Bengal, India, PIN:- 700015		 Captured	
24/12/2025	24/12/2025	24/12/2025	
Identifier Of Mr Tushar Kanti Sen, Mr Debasis Sen, Mr Sandip Sen, Mrs Aruna Sen, Mr Tushar Kanti Sen, Mr Armit Singh			

Transfer of property for L1		
Sl.No	From	To, with area (Name-Area)
1	NIRMAN	ORCHID DEVELOPER-11.5454 Dec
Transfer of property for S1		
Sl.No	From	To, with area (Name-Area)
1	NIRMAN	ORCHID DEVELOPER-200.00000000 Sq Ft

Endorsement For Deed Number : I - 160324093 / 2025

On 24-12-2025

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 12:32 hrs on 24-12-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Amit Singh ..

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 3,50,46,111/-

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

Execution is admitted on 24-12-2025 by Mr Amit Singh, Proprietor, ORCHID DEVELOPER, 10, Russa Road South, 1st Lane, City:- Not Specified, P.O:- Charu Market, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700033

Indetified by Mr Sanjay Das, ., Son of Late Narayan Das, 51/S, Pottery Road, P.O: Tangra, Thana: Entaly, . South 24-Parganas, WEST BENGAL, India, PIN - 700015, by caste Hindu, by profession Others

Admitted by Authenticated power

Execution is admitted by Mr Tushar Kanti Sen, ., Son of Late Nani Gopal Sen, Ananda Niketan, 58A, Diamond Harbour Road, P.O: Joka, Thana: Thakurpukur, . South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by profession Business as agent for Mr Tushar Kanti Sen, Son of Late Nani Gopal Sen, Ananda Niketan, 58A, Diamond Harbour Road, P.O: Joka, Thana: Thakurpukur, . South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by profession Business;

Partner, NIRMAN (Partnership Firm), 22, R.N. Mukherjee Road, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001, Mr Debasis Sen, Son of Mr Samarendra Narayan Sen, Ananda Niketan, 58A, Diamond Harbour Road, P.O: Joka, Thana: Thakurpukur, . South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by profession Business;

Partner, NIRMAN (Partnership Firm), 22, R.N. Mukherjee Road, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001, Mr Sandip Sen, Son of Samarendra Narayan Sen, Ananda Niketan, 58A, Diamond Harbour Road, P.O: Joka, Thana: Thakurpukur, . South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by profession Business;

Partner, NIRMAN (Partnership Firm), 22, R.N. Mukherjee Road, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001, Mrs Aruna Sen, Wife of Late Sunil Kumar Sen, AK 104 Sector 2, Sech Bhawan, Bidhannagar, P.O: Sech Bhawan, Thana: East Bidhannagar, . North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Business;

Partner, NIRMAN (Partnership Firm), 22, R.N. Mukherjee Road, City:- Kolkata, P.O:- G P O, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001

under a power no 00280 for 2024 authenticated by DSR II ALIPORE

Indetified by Mr Sanjay Das, ., Son of Late Narayan Das, 51/S, Pottery Road, P.O: Tangra, Thana: Entaly, . South 24-Parganas, WEST BENGAL, India, PIN - 700015, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 632.00/- (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 600/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/12/2025 5:34PM with Govt. Ref. No: 192025260401019968 on 22-12-2025, Amount Rs: 600/-, Bank: SBI EPay (SBIEPay), Ref. No. 0188388876856 on 22-12-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by , by Stamp Rs 100.00/-, by online = Rs 74,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 42030, Amount: Rs.100.00/-, Date of Purchase: 22/12/2025, Vendor name: S Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/12/2025 5:34PM with Govt. Ref. No: 192025260401019968 on 22-12-2025, Amount Rs: 74,920/-, Bank: SBI EPay (SBlePay), Ref. No. 0188388876856 on 22-12-2025, Head of Account 0030-02-103-003-02



Debasish Dhar

DISTRICT SUB-REGISTRAR

**OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS**

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2026, Page from 3870 to 3896

being No 160324093 for the year 2025.



[Handwritten signature]

Digitally signed by Debasish Dhar
Date: 2026.01.05 12:18:52 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 05/01/2026

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.