

11/11/22

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भारतीय नैऋत्यायिक

एक सौ रुपये

Rs. 100

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ONE HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AG 703834

03/03/2022  
AG - 2000630834/2022

NILOY PROKASH GANGOLI  
& GAUTAM DEY  
As a Constitute Attorney of  
SMT. SIKHA SINHA  
SMT. SIMA GHOSH

*[Faint, illegible text]*

THIS DEVELOPMENT AGREEMENT ALONGWITH  
DEVELOPMENT POWER OF ATTORNEY made this the  
3rd day of March, Two Thousand and Twenty  
Two(2022)

BETWEEN

*[Signature]*  
MS.  
AGRAM

*Niloy Prokash Gangoli*  
*Gautam Dey*  
NILOY PROKASH GANGOLI  
& GAUTAM DEY  
As a Constitute Attorney of  
SMT. SIKHA SINHA  
SMT. SIMA GHOSH

District Sub-Registrar-iv  
Registrar U/S 7 (2) of  
Registration 1908  
Alipore, South 24 Parganas  
3 - MAR 2022

NS CONSTRUCTION  
*Niloy Prokash Gangoli*  
Partner

NS CONSTRUCTION  
*Gautam Dey*  
Partner



099281

28 FEB 2022

SL. NO. \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS Kr Misra (Adv.)  
High Court, Calcutta

RS. \_\_\_\_\_

TANMOY KUMAR PURKAYASTHA  
(STAFF MEMBER)  
ALIPORE POLICE COURT  
KOLKATA-27

*Niloy Prokash Gangoli*  
*Gautam Deo*  
**NILOY PROKASH GANGOLI  
& GAUTAM DEY**  
As a Constitute Attorney of  
**SMT. SIKHA SINHA  
SMT. SIMA GHOSH**

**NS CONSTRUCTION**

*Niloy Prokash Gangoli*  
**Partner**



**NS CONSTRUCTION**

*Gautam Deo*  
**Partner**

~~Somesh Mishra~~  
**SOMESH MISHRA**

*Advocate*  
**High Court Calcutta**

District Sub-Registrar-IV  
Registrar (I/S 7 (2) of  
Registration 1908  
Alipore, South 24 Parganas

3 - MAR 2022



(1) SMT. SIKHA SINHA, (PAN – CVFPS2860E), (Aadhaar No. 7167 2365 2088), wife of Sri Nirmal Chandra Sinha, by Occupation - Housewife, by Faith - Hindu, by Nationality – Indian, residing at Brijji, Paschim Para, Garia, Kolkata – 700084 and (2) SMT. SIMA GHOSH, (PAN – AZSPG2427N), (Aadhaar No. 3560 2375 8460), wife of Sri Partha Pratim Ghosh, by occupation-Housewife, both by Faith-Hindu, both by Nationality- Indian, both residing at 9/2A, Nepal Bhattacharjya Street, Kolkata – 700026, hereinafter jointly called and referred to as the “OWNERS/FIRST PARTY” (which terms or expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include their representative heir/heirs, executor/ executors, administrator/ administrators, representative/ legal representatives and assign/ assigns) the ONE PART.

AND

M/S. N S CONSTRUCTION, (PAN- AAKFN3030H), a Partnership firm, having its office address at 70(23A/2), Purbachal Main Road, Police Station – Garfa, (formerly P.S. Kasba), Kolkata – 700 078 and having its local mailing address 70/3, Purbachal Main Road, Police Station – Garfa, (formerly P.S. Kasba), Kolkata – 700 078, represented by its partners namely (1) SMT. SUCHISMITA MUKHERJEE, (PAN-AKIPM3299D), daughter of Sri Surajit Tagore, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at URBANA TOWER-4, Flat No.0103, 783, Anandapur, Madurdah, Post Office – E.K.T.P., Police Station – Anandapur, Kolkata – 700 107, (2) SRI NILOY PROKASH GANGOLI, (PAN – AIQPG8947G), Aadhar No.657455438957, son of Late Jaso Prokash Gangoli, by faith – Hindu, by Occupation – Business, by Nationality Indian, residing at 27, Dehi Serampur Road, P.O. Linton Street, P.S. Beniapukur, Kolkata – 700 014 and (3) SRI GAUTAM DEY, (PAN – AHPPD1990G ), Aadhar No.6092 6127 3043, son of Sajit Kumar Dey, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at Bosepukur Road, Rajpur, Sonarpur, Kolkata – 700 149, as per terms and conditions of the Deed of Partnership any two partners out of three partners are hereby representing the FIRM, i.e. the Partner Nos.2 and 3 herein namely SRI NILOY PROKASH GANGOLI and SRI GAUTAM DEY are representing the Firm herein hereinafter called as the “DEVELOPER/ SECOND PARTY” (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its respective heir/heirs, executor/executors, administrator/ administrators, representative/representatives and its successors-in-office and successors-in-interest and assign/ assigns) of the OTHER PART.

*Niloy Prokash Gangoli*  
*Constitute By*  
 NILOY PROKASH GANGOLI  
 & GAUTAM DEY  
 As a Constitute Attorney of  
 SMT. SIKHA SINHA  
 SMT. SIMA GHOSH

*NS*  
 NS CONSTRUCTION  
*Constitute By*  
 Partner

NS CONSTRUCTION  
*Niloy Prokash Gangoli*  
 Partner



**WHEREAS** by virtue of a Deed of Sale dated 16.05.2003, registered at DSR III, Alipore and recorded into Book No.1, Volume No.6, at Pages 8037 to 8057, Deed No.3193 for the year 2004, the LAND OWNERS herein purchased one plot of land measuring an area of 03 (Three) Cottahs more or less situated at Mouza-Nayabad, J.L. No.25, Touzi No.56, R.S. No.3, comprising in R.S. Dag No.194 (measuring land area 01 Kh. 02 Ch. 08 Sft.) and also in R.S. Dag No.197 measuring land area 01 Kh. 13 Ch. 37 Sft.), both under R.S. Khatian No.115, Scheme Plot No.36, within the presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, within the K.M.C. Ward No.109, Kolkata - 700094, from the previous Owner namely Smt. Tunu Roy, wife of Sri Sitanath Roy, residing at 5/2, Roypur Mondal Para Road, Kolkata - 700047.

**AND WHEREAS** after purchase the present OWNERS No. 1 and 2 herein recorded their plot of land in the record of the Ld. B.L. & L.R.O. vide Mutation Case Nos.3097 of 2004 and 3096 of 2004 respectively and thereafter the land owners herein mutated and recorded their names in the record of the KMC known as **KMC Premises No.3891, Nayabad**, within the Ward No.109, Assessee No.31-109-08-9923-9, within the P.S. Panchasayar, Kolkata - 700094 and thereafter the name of the OWNERS No. 1 and 2 herein was recorded and published in the during L.R. Operation vide L.R. Khatian Nos.585 and 584 respectively in L.R. Dag Nos.194 and 197, of Mouza-Nayabad, J.L. No.25.

**AND WHEREAS** the OWNERS are very much desirous to construct a multi-storied building with lift facility on their said land and to do and to make construction of a new building on their said land, they have no such fund as well as experience in the matter and so the OWNERS approached the Party of SECOND PART i.e. the DEVELOPER herein to make construction of a new multi-storied building with lift facility as per residential building plan to be sanctioned by The Kolkata Municipal Corporation by utilizing the maximum FAR available from K.M.C. at the DEVELOPER'S cost as well as annexed specification marked with letter - 'X' of the agreement.

**AND WHEREAS** the party of the SECOND PART herein has agreed to make the construction of the proposed new multi-storied building with lift facility in flat systems for residential and other purposes in exchange of getting its cost of construction and its

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**SMT. SIMA GHOSH**

*[Signature]*  
**NS CONSTRUCTION**  
*Partner by*  
**Partner**

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*Niloy Praloksh Gangoli*  
**Partner**



remuneration for supervision of such construction in kind of flats etc. after giving the Owners, the Owners' Allocation. The OWNERS shall jointly get two Nos. Flats of the proposed building out of which one Flat on First Floor Western side of the proposed building and another one Flat on Top Floor Western side of the proposed building and the Owners shall also jointly get one Car Parking Space situated on the Ground Floor of the proposed building and the Owner No.2 herein shall also get non-refundable amount of Rs.3,00,000/- (Rupees Three Lac) only from the Developer at the time of handing over physical possession of Owners' Allocation. Besides the OWNERS shall enjoy the undivided proportionate share of land and enjoy the common rights and facilities of the proposed building. This is called the OWNERS' ALLOCATION as more fully described and mentioned in the SCHEDULE "B" hereunder written and it is appearing as the total consideration for the land of the Owners as described in the SCHEDULE "A" hereunder written.

AND WHEREAS the Party of the SECOND PART i.e. the DEVELOPER herein shall get rest sanction Flat area of the proposed building and entire Car Parking Space area on the Ground Floor of the proposed building (excluding one Car Parking Space on the Ground Floor of the Owners' Allocation). The DEVELOPER'S ALLOCATION has been clearly mentioned and described in the SCHEDULE "D" hereunder written. The Party of the SECOND PART shall erect the entire proposed multi-storied building with lift facility at its cost and its supervision and labour and thereafter the DEVELOPER shall deliver the OWNERS' ALLOCATION as mentioned in the SCHEDULE "B" herein to be erected as per annexed Specification as well as the sanction building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the DEVELOPER shall sell its allocation i.e. the DEVELOPER'S ALLOCATION to the interested parties from whom the DEVELOPER shall collect the entire cost of construction as well as cost of proportionate land in connection with the said flats etc.

AND WHEREAS the Party of the SECOND PART has agreed to do this Project by constructing a building on the said land upto maximum height consuming maximum F.A.R. and also as per annexed specification and also as per sanctioned residential building plan to be sanctioned by The Kolkata Municipal Corporation as per permissible law of the said Corporation consisting of flats or apartments at the cost of the Party of the SECOND PART and also providing for common area and other facilities/amenities for the purpose of selling

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 SMT. SIMA GHOSH

*NS*

NS CONSTRUCTION  
*Gautam Dey*  
 Partner

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*Niloy Prokash Gangoli*  
 Partner



of flats/Apartments as described in the SCHEDULE "D" hereunder written, and the Party of the SECOND PART shall enjoy its allocated portion of the proposed building excluding the OWNERS' ALLOCATION to be constructed at the cost of the DEVELOPER.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as per following terms and conditions :-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term :
  - (a) **OWNERS** : shall mean (1) **SMT. SIKHA SINHA**, wife of Sri Nirmal Chandra Sinha, residing at Brijji, Paschim Para, Garia, Kolkata - 700084, (2) **SMT. SIMA GHOSH**, wife of Sri Partha Pratim Ghosh, residing at 9/2A, Nepal Bhattacharjya Street, Kolkata - 700026 and their respective, legal heirs, executors, administrators, and legal representatives.
  - (b) **DEVELOPER** : shall mean **M/S. N S CONSTRUCTION**, a Partnership firm, having its office address at 70(23A/2), Purbachal Main Road, Police Station - Garfa, Kolkata - 700 078 represented by its partners namely (1) **SMT. SUCHISMITA MUKHERJEE** (2) **SRI NILOY PROKASH GANGOLI** and (3) **SRI GAUTAM DEY**, for the time being and its respective successors or successors-in-interest, as also the partners, legal heirs, representatives, administrators and assigns.
  - (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
  - (d) **PREMISES** : shall mean the property measuring land area of 03 (Three) Cottahs more or less situated at Mouza-Nayabad, J.L. No.25, Touzi No.56, R.S. No.3, Scheme Plot No.36, comprising in R.S. Dag No.194 and 197, under R.S. Khatian No.115, corresponding to L.R. Dag Nos.194 and 197, under L.R. Khatian Nos.585 and 584, known as **KMC Premises No.3891, Nayabad**, within the Ward No.109, Assessee No.31-109-08-9923-9, within the P.S. Panchasayar, Kolkata - 700094, as mentioned and described in the SCHEDULE 'A' hereunder written.
  - (e) **BUILDING** : shall mean the proposed residential multi-storied building with lift facility to be constructed on the said premises as per sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation.

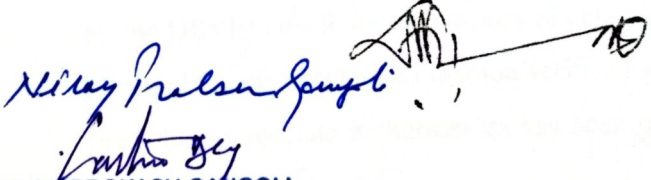
*Niroy Prokash Gangoli*  
*Gautam Dey*  
**NILOY PROKASH GANGOLI**  
**& GAUTAM DEY**  
As a Constitute Attorney of  
**SMT. SIKHA SINHA**  
**SMT. SIMA GHOSH**

*[Signature]*  
**NS CONSTRUCTION**  
*Gautam Dey*  
**Partner**

**NS CONSTRUCTION**  
*Niroy Prokash Gangoli*  
**Partner**



- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, stair ways, passages ways, lift, lift room and lift well of the building, common lavatories, pump room, meter space, water and water lines and plumbing lines, underground water reservoir, over head water tank, water pump and motor and other facilities as mentioned in the SCHEDULE "C" hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owner who shall purchase the same from the **DEVELOPER**.
- (g) **OWNERS' ALLOCATION** : The entire **OWNERS' ALLOCATION** as more fully described and mentioned in the **SCHEDULE "B"** hereunder written and it is appearing as the consideration for the land as described in the **SCHEDULE "A"** hereunder written
- (h) **DEVELOPER'S ALLOCATION** : the **DEVELOPER'S ALLOCATION** as described in the Schedule D below and the **DEVELOPER** shall enjoy undivided proportionate share of land and other common rights and facilities etc..
- (i) **THE ARCHITECT** : shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said premises.
- (j) **BUILDING PLAN** : would mean such plan prepared by the Planner for the construction of the building to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**.
- (k) **TRANSFER** : with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (l) **TRANSFeree** : shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.

  
**NILOY PROKASH GANGOLI  
 & GAUTAM DEY**  
 As a Constitute Attorney of  
**SMT. SIKHA SINHA  
 SMT. SIMA GHOSH**

**NS CONSTRUCTION**  
  
 Partner

**NS CONSTRUCTION**  
  
 Partner



2. **THIS AGREEMENT** : shall be effect from the date of execution of this agreement.

3. **THE OWNERS DECLARE** as follows:

- (a) That they are the absolute joint Owners and seized and possessed of and/or well and sufficiently entitled to the said property as described in the SCHEDULE 'A' below.
- (b) That the said property is free from all encumbrances and the **OWNERS** have a good marketable title in respect of the said plot of land known as **KMC Premises No.3891, Nayabad**, within the Ward No.109, within the P.S. Panchasayar, Kolkata – 700094.
- (c) That the said property is free from all encumbrances, charges, liens, lispens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.

4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:

- (a) That the **OWNERS** hereby grant exclusive right to the **DEVELOPER** and to undertake that new construction on the said premises to be constructed by the **DEVELOPER** in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation. Immediate after taking delivery of **OWNERS' ALLOCATION** the **OWNERS** shall have to pay the necessary proportionate taxes and also monthly maintenance in respect of their allocation of the premises.
- (b)(i) **OWNERS' ALLOCATION** : The **DEVELOPER** shall give to the **OWNERS** as the **OWNERS' ALLOCATION** as described in the SCHEDULE 'B' hereunder written.
- (ii) **DEVELOPER'S ALLOCATION** : The **DEVELOPER** shall get the rest constructed portion as the **DEVELOPER'S ALLOCATION** as described in the SCHEDULE-D below.
- (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval of building plan and its alternation/modification/verification of the sanctioned building plan from the appropriate authorities as has been prepared signed and submitted by

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**SMT. SIMA GHOSH**

*NS CONSTRUCTION*  
*Gautam Dey*  
**NS CONSTRUCTION**  
 Partner

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*Niloy Prokash Gangoli*  
 Partner



the DEVELOPER for and in the names of the OWNERS at the cost of DEVELOPER and if any alteration/modification of making further plans for proposed construction are required the OWNERS shall give such written permission to the DEVELOPER.

- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the DEVELOPER shall appear, represent, sign before the concerned authorities on behalf of the OWNERS in their names and on their behalf in connection with any or all of the matters aforesaid and the OWNERS, in such circumstances, shall give assistance/co-operation/signatures when necessary to the DEVELOPER for the interest of the proposed project.
- (e) That the DEVELOPER shall erect the building in the said premises as per said sanctioned building plan and for the same the OWNERS shall put their signature as and when necessary and the during construction or after construction the DEVELOPER shall sell the DEVELOPER'S ALLOCATION togetherwith proportionate undivided and indivisible share of land and also entitlement of peaceful enjoyment of other common rights to the intending purchasers excluding the OWNERS' ALLOCATION and receive part or full consideration money from the sale of part or full of DEVELOPER'S ALLOCATION to be erected at the cost of the DEVELOPER and for the same the OWNERS shall not claim by any means or shall not create any obstruction or objection during such construction.
- (f) The DEVELOPER shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect and *smooth in all respects for construction of a multi-storied building with lift facility* thereon in accordance with the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the entire cost of the DEVELOPER

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 NS CONSTRUCTION  
*Gautam De*  
 Partner

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 Partner



only and the **OWNERS** shall have no obligation or liability in the said respect whatsoever at any time in future.

- (g) That in the event of demise of the **OWNERS** during the subsistence of this Agreement, the legal heirs of the **OWNERS** shall sign, execute and produce all or any papers and/or documents for inspection as asked for and found necessary by the **DEVELOPER** for completion of the project being the subject matter of this agreement and always act and do all the necessary acts and things which the **OWNERS** are under obligation to do under these presents and at all material times without any hindrances simultaneously in the event of demise of the **DEVELOPER** during the stipulated period the legal heirs of the **DEVELOPER** shall remain liable to abide by the terms and conditions of this agreement.
- (h) The **DEVELOPER** shall make, build construct, supervise and carry out all the acts in such a manner as may be thought fit and proper by him for such construction of the said proposed building according to the building plan to be sanctioned by concerned authorities viz. The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property and shall file applications, for obtaining water, electric sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this agreement.
- (i) The **DEVELOPER** shall sign and submit all applications for and in the names of the **OWNERS** as may be required for the purpose of securing and obtaining necessary permission, consent and/or certificates from the authority concerned and all Government Department and other authorities relating to the proposed construction of the building on the said land and property and/or in connection with the supply of electricity, water, sewerage and/or other amenities to the said property and for the same the **OWNERS** shall empower the **DEVELOPER** by virtue of a registered Development Power of Attorney.
- (j) That upon completion of the said building the **DEVELOPER** shall put the **OWNERS** in respect vacant possession of the **OWNERS' ALLOCATION** complete in all respect in the first instance together with the rights in the common

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*NS*  
 NS CONSTRUCTION  
*Partner*  
 Partner

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