

- (iv) Not to do any act, deed or thing from the part of the **OWNERS** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.

8. **MUTUAL COVENANT AND INDEMNITIES**

- (i) The **OWNERS** hereby undertake that the **DEVELOPER** shall be entitled to the said construction and shall enjoy its Allocation without interference or disturbances from their end, provided the **DEVELOPER** shall perform all the construction work as per the terms and conditions as within mentioned.
- (ii) The **OWNERS** shall execute and register a Development Power of Attorney in favour of the **DEVELOPER** to complete the project and also register the conveyance Deeds in favour of the intending purchasers and the **DEVELOPER** shall also execute and register the Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** excluding the **OWNERS' ALLOCATION** of the building.
- (iii) All the Flat Owners, along with the **DEVELOPER** shall enjoy the ultimate roof of the building as common and also common places and undivided share of land, as a whole.
- (iv) That during pendency of this Agreement if any of the **OWNERS** leaves this material world, his/her legal heirs/successors shall have to abide by the terms and conditions of this Agreement without raising any objection and give full co-operation to the **DEVELOPER**. The **OWNERS' ALLOCATION** shall then remain unchanged.
- (v) The **OWNERS** and the **DEVELOPER** shall enjoy all easement rights upon the land and its adjacent passage on which the entire project shall be erected.
- (vi) The **DEVELOPER** shall have to face all the financial liabilities and project liabilities during construction of the building on the land of the **OWNERS** and even any accident occurs during the construction, the **DEVELOPER** shall bear all the financial liabilities thereof.

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Gautam Deu
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 & GAUTAM DEY
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 SMT. SIMA GHOSH

NS
 NS CONSTRUCTION
Gautam Deu
 Partner

NS CONSTRUCTION
Niloy Probst Gangoli
 Partner

- (vii) The **DEVELOPER** shall have to bear all the cost of the construction of the proposed building and complete the same as per annexed specification and make all the flats with full habitable conditions by arranging therein water and electricity, drainage and sewerage. After completion of the building **DEVELOPER** shall take the Completion Certificate from the K.M.C. at its cost.
- (viii) That if the **DEVELOPER** shall amalgamate this plot of land with the adjacent plot of land then the **VENDORS** shall not create any objection to the **DEVELOPER** herein.

9. **JURISDICTION FOR ADJUDICATION OF ANY DISPUTE:**

All disputes shall be adjudicated in the court of District Court Alipore and High Court Calcutta.

SCHEDULE OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)
SCHEDULE - 'A'

ALL THAT piece and parcel of homestead land measuring an area of 03 (Three) Cottahs more or less togetherwith one tile shed building having cemented flooring measuring an area of 100 (One hundred) Sq.ft. whereon a multi-storied building with lift facility shall be erected after demolishing the existing old building as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation 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 of 01 Kh. 02 Ch. 08 Sft.) and also in R.S. Dag No.197 (measuring land area of 01 Kh. 13 Ch. 37 Sft.), both 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, and the entire property is butted and bounded by :

<u>ON THE NORTH</u>	:	Property of others;
<u>ON THE SOUTH</u>	:	Property of others;
<u>ON THE EAST</u>	:	Property of others;
<u>ON THE WEST</u>	:	17'-0" wide Road.

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Partner

NS CONSTRUCTION
Niloy Prokash Gangoli
Partner

SCHEDULE - 'B' ABOVE REFERRED TO
(OWNERS' ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

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 and the Owners shall enjoy the undivided and indivisible proportionate land share out of total land as mentioned in the SCHEDULE "A" herein and peaceful enjoyment all the common facilities as mentioned in the SCHEDULE - 'C' below.

SCHEDULE - 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)

Stair-case, common passage, water lines and water, electricity main line and its wiring, lift, lift room and lift well of the building, land and boundary wall, fixtures and fittings vacant spaces, roof, stair, main gate and entrance and proportionate land, pump and motor, septic tank, water reservoir and water tank.

SCHEDULE - 'D' ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

ALL THAT 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 Ground Floor of the Owners' Allocation) and the Developer shall enjoy the undivided and indivisible proportionate land share out of total land as mentioned in the SCHEDULE "A" herein and peaceful enjoyment all the common facilities as mentioned in the SCHEDULE - 'C'.

Niloy Prokash Gangoli
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 SMT. SIMA GHOSH

NS CONSTRUCTION
Gautam Deu
 Partner

NS CONSTRUCTION
Niloy Prokash Gangoli
 Partner

IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

WITNESS:

1. Alokejit Kumar Mishra
69/1, Baghajatin Place
Kolkata - 700086

1. Srikha Sinha
2. Sima Ghosh.

~~2. Somesh Mishra
High Court
Kolkata~~

SIGNATURE OF THE OWNERS

NS CONSTRUCTION
Niloy Prokash Ganguli
Partner

NS CONSTRUCTION
Gautam De
Partner

SIGNATURE OF THE DEVELOPER

PREPARED & DRAFTED BY :

Debes Kumar Misra (Signature)

(DEBES KUMAR MISRA)
ADVOCATE [Enrolment No. F/364/329/1989]
HIGH COURT, CALCUTTA
Resi-cum-Chamber :69/1, Baghajatin
Place, Kolkata-86
PH-9830236148(D.K.M.),
Email:debeskumarmisra@gmail.com
9051446430(Somesh),
Email:mishrasomesh08@gmail.com
9836115120(Tapesh),
Email:tapesh.mishra85@gmail.com

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SMT. SIMA GHOSH

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Gautam De
Partner

NS CONSTRUCTION
Niloy Prokash Ganguli
Partner



left hand					
right hand					

Name SIKHA SINHA

Signature Sikha Sinha

Thumb 1st finger Middle finger Ring finger Small finger



left hand					
right hand					

Name SIMA GHOSH

Signature Sima Ghosh

Thumb 1st finger Middle finger Ring finger Small finger

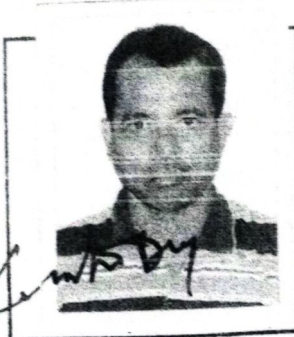


left hand					
right hand					

Name NILOY PROKASH GANGOLI

Signature Niloy Prokash Gangoli

Thumb 1st finger Middle finger Ring finger Small finger



left hand					
right hand					

Name GAUTAM DEY

Signature Gautam Dey

Niloy Prokash Gangoli **NS CONSTRUCTION**

Gautam Dey
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 SMT. SIMA GHOSH

Gautam Dey
Partner

NS CONSTRUCTION
Niloy Prokash Gangoli
Partner

GOVT. OF West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

RN: 192021220196359461 Payment Mode: Online Payment
RN Date: 02/03/2022 12:28:52 Bank/Gateway: ICICI Bank
RN: 75868254 BRN Date: 02/03/2022 12:03:37
Payment Status: Successful Payment Ref. No: 2000630834/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: NILOY GANGOLI
Address: 27 R S Road, Kol-14
Mobile: 9830075492
Depositor Status: Others
Query No: 2000630834
Applicant's Name: Mr Somesh Mishra
Identification No: 2000630834/1/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sr. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000630834/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	6971
2	2000630834/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	3028
			Total	9999

IN WORDS: NINE THOUSAND NINE HUNDRED NINETY NINE ONLY.

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SMT. SIMA GHOSH

NS CONSTRUCTION

Niloy Prokash Gangoli
Partner

NS CONSTRUCTION
Gautam Deu
Partner



Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	2000630834/2022	Office where deed will be registered
Query Date	25/02/2022 8:59:58 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Somesh Mishra High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8017593682, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4002] General Power of Attorney [Rs : 100/-], [4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 3,00,000/-]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 54,26,999/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 7,071/- (Article:48(g))	Rs. 3,028/- (Article:E, E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 100/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 3891, , Ward No: 109, Pin Code : 700094

Sch No	Plot Number	Khatian Number	Land Use/ROR Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha	1/-	53,99,999/-	Width of Approach Road: 17 Ft.,
Grand Total :				4.95Dec	1/-	53,99,999 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

Total :	100 sq ft	1/-	27,000 /-	
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Niloy Prokash Gangoli
Gautam De
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SMT. SIMA GHOSH

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Query No: 2000630834 of 2022, Printed On : Feb 25 2022 9:00PM, Generated from wbregristration.gov.in

NS CONSTRUCTION
Gautam De
Partner

AS- 1 of 3