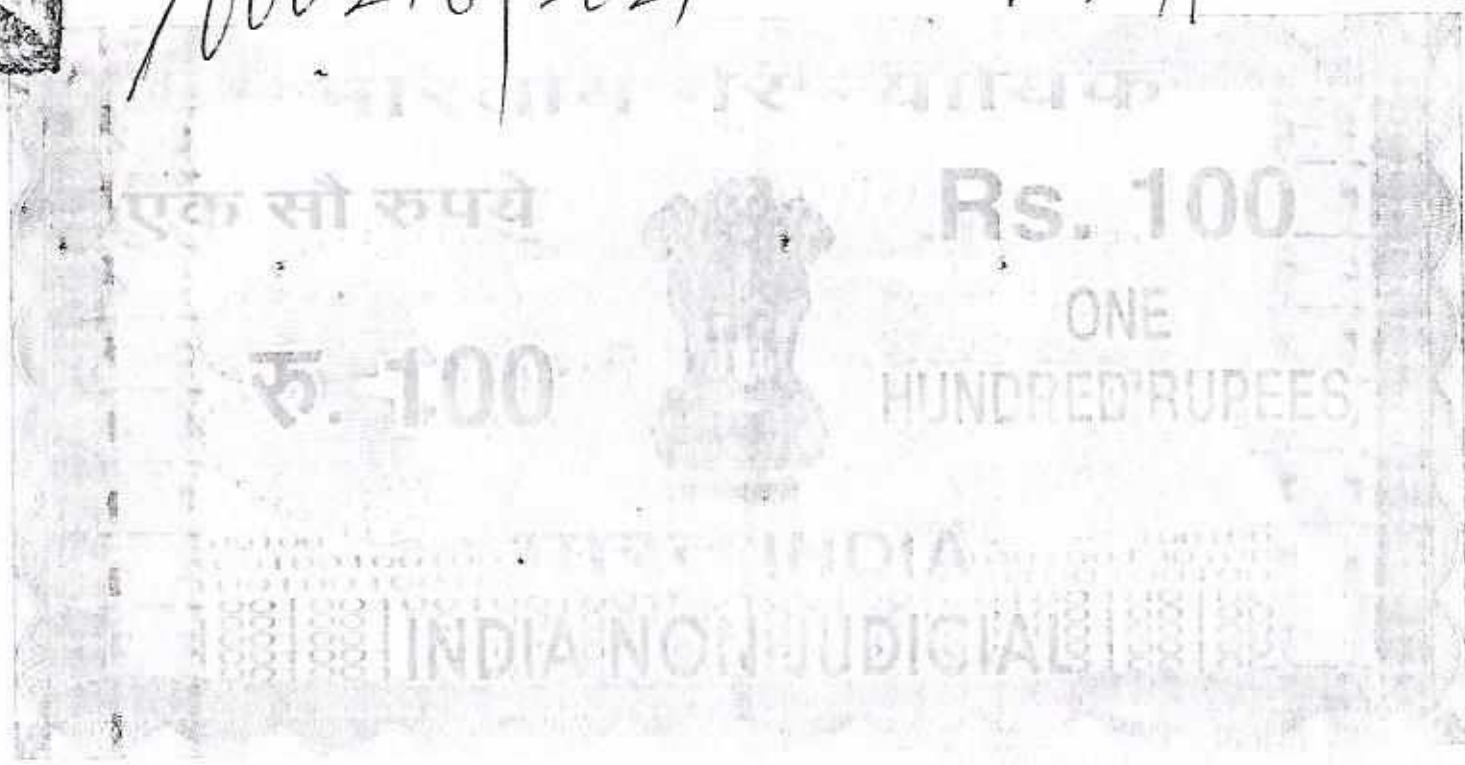


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Document is admitted to register and the copy of the document are

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District South 24 Pargana

SRI. BULEBUL DAS  
Partner of M/S. SIDDHIVINAYAKA CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta

15 JAN 2021

### DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY

To develop the premises of 55/8, Raipur Road, its postal address 1/21, Adarsha Pally, P.S. Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, KMC Ward No.99, Borough - X.

This Development Agreement made on this day, month and year written at last hereinafter.

#### BETWEEN

(1) SRI SWAPAN KUMAR GUPTA, son of Late Mohit Kumar Gupta, having PAN : ATTPG 1633R, Aadhar : 3527 7042 9234 and Mobile : 9674076859, by faith-Hindu, by nationality-Indian,

✓ Tapan Kumar Gupta

- 9 JAN 2021

362930

NO ..... Date .....  
Name ..... P. Roy Chowdhury  
Address ..... Advocate  
Vendor ..... About subject case  
Kolkata - 71

L. CHAKRABORTY  
6B, Dr. Rajendra Prasad Sarani  
Kolkata - 700 031

Bulbul Das

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta



Full signature with complete information of Identifier

7  
District Sub-Registrar  
Alipore, South 24 Parganas

Full signature: Sankar Paul . 09 JAN 2021 .


(Sri SANKAR PAUL .  
Son of Late Khagenra Ch Paul  
Premises: 1/31, Sree Colony  
P.O.: Regent Estate  
P.S.: Netaji Nagar  
Kolkata : 700 92  
By Occupation: Business  
Aadhar: 7191 7911 7506  
Mobile No.: 9062573997



14th 2021

[2]

by occupation - Retired, residing at 1/21, Adarsha Pally, P.S. Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, (2) **SRI TAPAN KUMAR GUPTA**, having **PAN : ADPPG 0202 N**, **Aadhar : 601448137124** and **Mobile : 9007712574**, son of Late Mohit Kumar Gupta, by faith-Hindu, by nationality-Indian, by occupation - Retired, residing at 1/21, Adarsha Pally, P.S. Netaji Nagar, P.O.-Regent Estate, Kolkata-700092 and (3) **SRI ANJAN KUMAR GUPTA**, having **PAN : AGAPG 7551 J**, **Aadhar : 3554 1178 9461** and **Mobile : 9818881174**, son of Late Mohit Kumar Gupta, by faith-Hindu, by nationality-Indian, by occupation - Retired, residing at 1/21, Adarsha Pally, P.S. Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, hereinafter jointly called to as the **LAND OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) **executed and admitted by** self individually and hereinafter referred to as the party of the **FIRST PART**.

  
**AND**

**M/S. SIDDHIVINAYAKA CONSTRUCTION**, a partnership firm, having its **PAN : ACQFS 7467 K** and **Mobile : 8240022637**, having its principal place of business at P-58/40, Pallisree, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, hereinafter called as the **DEVELOPER** (which terms of expression unless otherwise excluded by or repugnant to the context shall always mean and include their administrators, legal representatives, successors, successors-in-office, agents, nominees and assigns) **represented** by its authorised Managing Partner **Sri Bulbul Das**, having his **PAN : ADTPD 5589 M**, **Aadhar : 2987 6050 3232** and **Mobile : 8240533738**, son of Late Binode Behari Das, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 2/6A, Adarsha Pally, P.S.-Netaji Nagar, P.O.-Regent Estate, Kolkata-700092,

**SRI BULBUL DAS**  
 Partner of M/S. SIDDHIVINAYAKA  
 CONSTRUCTION  
 Constituted Attorney of  
 1. Sri. Suapan Kumar Gupta  
 2. Sri. Tapan Kumar Gupta  
 3. Sri. Anjan Kumar Gupta

*Tapan Kumar Gupta*

*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta



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Alipore, South 24 Parganas

25 JAN 2021



admitted and executed by aforesaid authorised Managing Partner individually and hereinafter referred as the party of the **SECOND PART**.

**Whereas** one Smt. Shova Gupta was the absolute owner of all that homestead land measuring 3K-7Ch. little more or less in E.P. No. 9, S.P. No. 96, in C.S. Plot No. 171(P) & 206 (P) of Mouza-Raipur, J.L. No.33, being Premises No. 55/8, Raipur Road, its postal address 1/21, Adarsha Pally, P.S. Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, KMC Ward No.99, **by virtue of** a deed of gift made by the Governor of the State of West Bengal which was registered on 4th day of April 1988 before the office of Additional District Registrar, at Alipore, South 24 Pgs. and has been recorded in its Book No. I, Volume No. VI, Page from 117 to 120, being No. 405 for the year 1988, hereinafter called and referred to as 'the **said property**'.

**And Whereas** during enjoying the said property, the said owner Smt. Shova Gupta made a 'WILL' in favour of the party of the First Part herein and registered the said 'WILL' on 01-11-2003 at the office of Registrar of Assurances-II, Kolkata, which has been recorded in its Book No. IV, Volume No. 19, Page from 120 to 129, being No. 871 for the year 2003. **After demise** of said 'Shova Gupta' (died on 01-09-2014), the Executors of the aforesaid registered 'WILL' submitted application for 'Probate' in the Court of the Ld. District Delegate at Alipore, Ld. 1st Court of Civil Judge, Sr. Division, Alipore **and** thereafter the District Delegate in-charge, 9th Civil Judge, Sr. Division, Alipore, has been granted the 'Probate' on 4th day of August 2016 **and** issued the 'Probate Certificate' in favour of beneficiaries of the aforesaid registered 'WILL'.

**And Whereas** by virtue of aforesaid 'Probate', the party of the First Part herein Sri Swapan Kumar Gupta, Sri Tapan Kumar Gupta and Sri Anjan Kumar Gupta become the individual owner as follows :-

(i) **Sri Swapan Kumar Gupta** is entitled to hold and enjoy 594 sq.ft flat on the 1st floor **togetherwith** easement and **quasi-easement** of

Part of 166 sq.ft. AYAKA CONSTRUCTION  
 in the name of  
 1. Sri. Swapan Kumar Gupta  
 2. Sri. Tapan Kumar Gupta &  
 3. Sri. Anjan Kumar Gupta

Tapan Kumar Gupta

*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta



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District Sub-Registrar-I  
Alipore, South 24 Parganas

25 JAN 2021



other stipulations or provisions for the beneficial use and enjoyment of the said property **togetherwith** the undivided proportionate impartible share in the land of Schedule - 'A' hereinabove written **togetherwith** rights on the guideline of the aforesaid 'WILL'.

(ii) **Sri Tapan Kumar Gupta** is entitled to hold and enjoy 840 sq.ft. flat on the ground floor with 700 sq.ft. on open terrace on the 2nd floor i.e. above the 1st floor roof **togetherwith** easement and quasi-easement or other stipulations or provisions for the beneficial use and enjoyment of the said property **togetherwith** the undivided proportionate impartible share in the land of Schedule - 'A' hereinabove written **togetherwith** rights on the guideline of the aforesaid 'WILL'.

(iii) **Sri Anjan Kumar Gupta** is entitled to hold and enjoy 840 sq.ft. flat on the 1st floor with 700 sq.ft. on open terrace on the 2nd floor i.e. above the 1st floor roof **togetherwith** easement and quasi-easement or other stipulations or provisions for the beneficial use and enjoyment of the said property **togetherwith** the undivided proportionate impartible share in the land of Schedule - 'A' hereinabove written **togetherwith** rights on the guideline of the aforesaid 'WILL'.

**And Whereas** thereafter the party of the First Part herein made mutation in favour of them under apportionment system and obtained separate assessee number for their respective above mentioned property **and** (i) Sri Swapan Kumar Gupta paying property tax under the Assessee No. 21-099-04-2696-0 and (ii) Sri Tapan Kumar Gupta paying property tax under the Assessee No. 21-099-04-1607-2 and (iii) Sri Anjan Kumar Gupta paying property tax under the Assessee No. 21-099-04-2695-8.

**And Whereas** the Party hereto of the First Part have decided to develop their said land and premises of Schedule-'A' by raising a four storied

Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION

Constituted Attorney on behalf of

1. Sri. Swapan Kumar Gupta
2. Sri. Tapan Kumar Gupta &
3. Sri. Anjan Kumar Gupta

*Tapan Kumar Gupta*

*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta



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Alipore, South 24 Parganas

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residential building, after demolishing the existing old and delapidated building, over the said land and premises through a competent developer who has enough credential in the arena of development.

**And Whereas** the Second Part / Developer herein after proper inspection of the said land and premises thereon being interested to develop by demolishing the existing structure, a new G+III storied residential building thereon and has approached the First Part / Land Owners herein and thereafter the First Part herein considering the proposal of joint venture programme financially viable has agreed to do the same for mutual benefit.

**And Whereas** the First Part / Land Owners and the Second Part / Developer herein have agreed to materialize the said proposal for promotion and development by constructing a G+III storied residential building upon the said land and premises of Schedule-'A' and discussed the matter at length and to avoid disputes & differences in future, they have finally agreed to record the terms and conditions hereinafter mentioned, since verbally agreed.

### ARTICLE - I

Clarification and understanding of this presents the following terms which have already being used for several times and will come number of times shall always mean and include :-

1. **Land Owners** : shall mean Sri Swapan Kumar Gupta, Sri Tapan Kumar Gupta and Sri Anjan Kumar Gupta, the First Part hereinabove, who have got good and absolute marketable right, title and interest in the said premises of Schedule 'A' hereunder and during construction period, upon the death of any of the Land Owners herein – his / their heirs, successors, administrators, representatives, executors, assignors will step into as Land Owner/s.

*Bulbul Das*

SRI. BULBUL DAS

Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION

Constituted Attorney on behalf of

1. Sri. Swapan Kumar Gupta

2. Sri. Tapan Kumar Gupta &

3. Sri. Anjan Kumar Gupta

*Tapan Kumar Gupta*

*Bulbul Das*

SH. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta



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Alipore, South 24 Parganas

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2. **Developer** : shall mean M/s. Siddhivinayaka Construction, the Second Part hereinabove, who undertakes to build a G+III storied residential building on the said premises of Schedule 'A' hereunder.

3. **Title Deed / Details of the Land and Premises** : shall mean the documents referred hereinabove in the recital i.e. (a) registered gift deed dt. 04-04-1988, being No. 405 for the year 1988 and (b) registered 'WILL' with 'Probate Certificate' granted on 04-08-2016 in favour of the party of the First Part herein for the premises of 55/8, Raipur Road, its postal address 1/21, Adarsha Pally, P.S. Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, KMC Ward No.99, Assessee No. 21-099-04-2696-0, Assessee No. 21-099-04-1607-2 and Assessee No. 21-099-04-2695-8 which shall be converted to one assessee number.

4. **No Embargo** : shall mean the schedule mentioned property of land and premises hereinbelow **is not situated** within the Notified and Cantonment area and have **no embargo** and/or restriction imposed by the Local Authority / Competent Authority / Govt. Authority for transferring the land / flat in-question.

5. **Building Plan** : shall mean such plan to be prepared by the reputed architect engineer for the construction of the new G+III storied building. The sanction of the building plan will be obtained from the competent authority of Borough-X of the Kolkata Municipal Corporation for construction of the said building at the said pemises at the cost of the Developer with such additions, alterations and modifications as would be deemed necessary by the Developer.

6. **The Architect** : shall mean such person, firm and / or L.B.S. to be appointed by the Developer for designing, planning and supervising the new G+III storied residential building.

*[Signature]*  
SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta

*Japan Kumar Gupta*

*Bulbul Das*

TRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta



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Alipore, South 24 Parganas

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7. **Saleable Space** : shall mean the space in the new G+III storied residential available for independent use and occupation by the Developer after making due provisions for common facilities and space required thereon and after providing the Land Owner's allocation.

8. **Land Owners' Allocation** : shall mean the allocation on the newly constructed G+III storied residential building for the Land Owners which is morefully described in the **Schedule 'B'** hereunder written.

9. **Developer's Allocation** : shall mean the remaining portion of the newly constructed G+III storied residential building for the Developer which is morefully described in the **Schedule 'C'** hereunder written.

10. **Common Facilities and Amenities** : shall mean and include corridors, stair, ways, passages etc. which will be provided by the Developer in the newly constructed G+III storied residential building for all flat owners who shall have right to enjoy the all common facilities and amenities which is morefully described in the **Schedule 'D'** hereunder.

11. **Common Expenses** : shall mean and include all expenses on the common facilities and amenities of the building and/or premises to be incurred proportionately by all flat owners for the management and maintenance which is morefully described in the **Schedule 'E'** hereunder.

12. **Covenants** : shall mean covenants terms, conditions and obligations to be observed and performed by the all occupiers of the building wether Land Owners' allocation and Developer's allocation which is morefully described in the **Schedule 'F'** hereunder.

13. **Specification** : shall mean and include the newly constructed G+III storied residential building to be completed according specification of work schedule mentioned in **Schedule 'G'** hereunder written and will be provided by the Developer in those flats under Land Owners' allocation.

*Sri Bulbul Das*  
 SRI. BULBUL DAS  
 Partner of M/S. SIDDHIVINAYAKA  
 CONSTRUCTION  
 Constituted Attorney on behalf of  
 1. Sri. Swapan Kumar Gupta  
 2. Sri. Tapan Kumar Gupta &  
 3. Sri. Manoj Kumar Gupta

*Tapan Kumar Gupta*

*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta



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District Sub-Registrar-I  
Alipore, South 24 Parganas

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14. **Consideration** : shall mean and include Land Owners' allocation shall be constructed as per specifications at the cost of Developer will be treated as consideration to be given to Land Owners against which the Land Owners shall transfer the undivided proportionate share of land in the said premises attributable to the Developer's allocation to the Developer and /or its nominee/s.

15. **Additional Consideration** : shall mean and include Land Owners are entitled to receive additional amount of Rs. 5,00,000/- from the Developer other than consideration amount mentioned hereinabove which is clearly mentioned in the rights of the Land Owners hereunder in Article-'II' and also mentioned in the obligations of the Developer hereunder in Article-'III'.

16. **Development Agreement** : shall mean the instant agreement made between the Land Owners and Developer.

17. **Development Power of Attorney** : shall mean the Land Owners shall execute the power of attorney in favour of Developer which is clearly mentioned in the **Article - IV** hereunder.

18. **Force Majure/unavoidable circumstances** : shall mean floods, earth quake, riot, war, storm, tempest, civil commotion, strikes, lock-out and/or any other fact or commission beyond the control of the parties hereto by which the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation was prevented by any Force Majure.

19. **Advocate for Developer's Allocation** : shall mean the Advocate appointed by the Developer who will prepare all legal work and documentation for the Developer's allocated area. The deed of conveyance shall prepare and to be registered only by the appointed advocate of the Developer because the entire building is under the

*B. B. Das*  
SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
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1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &

*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
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2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta



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District Sub-Registrar-1  
Alipore, South 24 Parganas

25 JAN 2021



Apartment Ownership Act i.e. drafting of the all units of the building shall be same and identical.

20. **Advocate for Land Owners' Allocation** : shall mean the Advocate appointed by the Land Owners who will observe / prepare all legal work and documentation for the Land Owners' allocated area **subject to considering** that all said documents shall adopt the same covenant of restrictions, common portions and common expenses which are clearly mentioned in Schedule-'D' , Schedule-'E' and Schedule - 'F' hereunder for common interest of all flat owners whether Land Owners' and Developer's allocation in accordance with the practices prevailing in respect of ownership flat/unit building.

21. **Alternative Accommodation** : shall mean two alternative accommodations to be provided by the Developer in favour of 1st and 2nd Land Owners herein for their family members during the period of construction of the new G+III storied residential building at the premises of Schedule - 'A' hereunder **and** one godown space to be provided by the Developer in favour of 3rd Land Owners herein during the period of construction of the new four storied residential building at the premises of Schedule - 'A' hereunder.

22. **Commencement** : this agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

## ARTICLE - II

**Title, indemnity, declarations, rights and obligations of the party of Land Owners as under :-**

1. **That** the schedule mentioned property of land and premises hereinbelow **is not situated** within the Notified and Cantonment area. The schedule mentioned property have **no embargo** and/or restriction

*[Handwritten signature]*

*Jagan Kumar Gupta*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta

*Bulbul Das*

SRI. BULBUL DAS  
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2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta



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Alipore, South 24 Parganas

25 JAN 2021

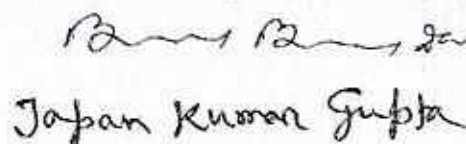


imposed by the Local Authority/Competent Authority / Govt. Authority for transferring the land/flat in-question and if restriction previls, in that event Land Owners will be held responsible for that.

2. **That** the Land Owners hereby undertake by indemnify and keep the Developer indemnified against any or every part of claim, action and demand whatsoever that may arise in respect of the title of the Land Owners relating to the said properly or premises of Schedule 'A' hereunder.

3. **That** the Land Owners herein declare that they have got good and absolute marketable title, right and interest at the said premises of 55/8, Raipur Road, its postal address 1/21, Adarsha Pally, P.S. Netaji Nagar, P.O.-Regent Estate, Kolkata-700092, KMC Ward No.99 which is morefully described in the Schedule 'A' hereunder written without any claim of other/s. The Land Owners are legally entitled to enter into this development agreement with the Developer herein

4. **That** the right, title and interest of the Land Owners in the premises of Schedule 'A' free from all encumbrances, charges, liens, lispendens, mortgage, attachments, trusts, acquisitions, requisitions whatsoever or howsoever and in the mean time they have not received any notice/s to the effect that the said land and premises of Schedule - 'A' is affected by any scheme of the Local Authority/Competent Authority / Govt. Authority for transferring the land/flat in-question and if restriction previls, in that event Land Owners will be held responsible for that. The entirety of the premises is in khas and possession of the Land Owners and the Land Owners have not entered into any agreement for sale, transfer, lease, development agreement or otherwise for any purpose regarding the said land and premises of Schedule 'A' or any part thereof. The Land Owners also assures and declare that there is no excess vacant land within the

  
Japan Kumar Gupta

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Japan Kumar Gupta &  
3. Sri. Anil Kumar Gupta

*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
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3. Sri. Anjan Kumar Gupta



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Alipore, South 24 Parganas

25 JAN 2021



meaning of Urban Law (Ceiling and Regulation) Act 1976 in the Urban Agglomeration Area.

5. That the Land Owners are entitled to take **additional consideration amount Rs.5,00,000/-** from the Developer at the time of registering the development agreement and development power in favour of the Developer herein. The additional consideration amount shall not be considered as refundable and / or adjustable i.e. it is clearly forfeited amount.

6. That the Land Owners hereby grant exclusive and sole right to the Developer to build a G+III storied residential building on the said land and premises of Schedule 'A' in accordance with the sanctioned building plan and on the other hand the Land Owners shall not bear any such liability whatsoever in respect of the completion of the entire new G+III storied residential building.

7. That the Land Owners hereby agreed and declare that the Developer shall use the existing water connection line for the project purpose and thereafter the Developer shall arrange the water connection, if newly needed, for the new building from the proper authority of KMC water department at the cost of Developer AND also agreed that the Developer shall use the existing electric meter for the project purpose and thereafter Developer shall install main service electric metre at the cost of Developer and individual unit meter in the name of the Land Owners and/or their nominee/s at the proposed new building for the flat of the Land Owners at cost of the Land Owners.

8. That at the time of execution of this agreement, the Land Owners hereby agreed to handover all the original title deeds and documents in connection with the title of said premises of Schedule 'A' mentioned hereinabove to the Developer against proper receipt from the Developer and all said documents shall return back to the Land Owners by the

*B. B. Das*  
Japan Kumar Gupta

SRI BULBUL DAS  
Partner of M/S. SIDDHIVINAYAK  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta

*Bulbul Das*  
SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
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3. Sri. Anjan Kumar Gupta



7

District Sub-Registrar-I  
Alipore, South 24 Parganas

25 JAN 2021



Developer **either** after completion of handover the possession of the Developer's allocation in favour of intending flat buyers **or** after completion of registration of the Developer's allocation in favour of intending flat buyers which will be completed at first. Be it mentioned here that after return back the all said original documents to the Land Owners, if any need to verify the original documents – at that event the Land Owners are duty bound to show the all said documents for verification.

9. **That** the Land Owners shall handover peaceful vacant possession of the land and premises of Schedule-'A' in favour of Developer **either** on the day of registering the development agreement and development power **or** as and when the land is required for the Developer for construction of new G+III storied residential building. After handover of vacant possession of land as above to the Developer, after sanctioned of the building plan, the Developer shall demolish the present existing building standing upon the said premises of Schedule-'A' at their own cost and shall enjoy the debris out of its own accord.

10. **That** the Land Owners shall pay and bear all property taxes and other dues and outgoings in respect of the said land and premises of Schedule-'A' accruing due before date of handing over the same to the Developer. After completion of the new G+III storied residential building the Land Owners are liable to pay municipal taxes after getting possession of Land Owners; allocation in respect of their share.

11. **That** the Land Owners hereby agree and covenant with the Developer ~~not to cause any interference or hindrance in the construction of the new building whereby the Developer shall be prevented from construction and completion of the said new building. The Land Owners shall not do any act or deed or thing hereby the Developer may be prevented from selling, assigning and/or disposing~~

*Japan Kumar Gupta*  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta

*Bulbul Das*

**SRI. BULBUL DAS**  
Partner of M/S. SIDDHIVINAYAKA  
**CONSTRUCTION**  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta



7

District Sub-Registrar-I  
Alipore, South 24 Parganas

25 JAN 2021



of any portion of the Developer's allocation in the new building. Be it mentioned here that the Land Owners shall have right to visit and see the construction of the building whether the Developer is construting the building as per sanctioned building plan and as per specification of work schedule mentioned hereunder.

12. **That** the Land Owners hereby agrees and covenants with the Developer not to let out, grant, lease, mortgage and/or charges the allocated portion of the Developer mentioned in Schedule-'C' hereunder **but** shall have all right to let out grant, sale, lease, mortgage and/or charges their allocated portion mentioned in Schedule-'B' to any person/s, company/ies, firm/s i.e. save and except the Developer's allocation mentioned in Schedule-'C' hereunder.

13. **That** the, Land Owners shall be entitled absolutely to those areas which is clearly mentioned in the Land Owners' allocation of Schedule-'B' hereunder and shall have liberty to deal therewith in any manner whatsoever deem fit and proper. The Land Owners shall have the right & liberty to sell and transfer the respective areas of Schedule-'B' hereunder to any intending buyers in such a price and in such terms & conditions **SAVE THAT** the Land Owners shall adopt the same covenant of restrictions, common portions and common expenses which are clearly mentioned in Schedule-'D' , Schedule-'E' and Schedule - 'F' hereunder for common interest of all flat owners whether Land Owners' and Developer's allocation in accordance with the practices prevailing in respect of ownership flat/unit building.

14. **That** in the event, if a co-operative society and/or association be formed, the Land Owners shall become the member of the said society and/or association as the case may be and shall be liable to pay and bear proportionate maintenance charges as well as service charges

*Babu Babu Das*  
*Jagan Kumar Gupta*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anil Kumar Gupta

*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
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3. Sri. Anjan Kumar Gupta



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for maintenance of the common areas and facilities etc. including municipal property taxes in respect of Land Owners' allocation.

15. **That** the Land Owners shall help the Developer to construct the boundary wall for demarcation of land of Schedule-'A' hereunder at the time of preparation of land plan at the cost of Developer.

16. **That** for smooth functioning of the development work and for the purpose of construction of the proposed new building, the Land Owners are duty bound to make the **development power of attorney** in favour of the Developer empowering its administrator-in-office to do all acts and deeds required for the construction of the proposed new building and to sale, transfer any flats & car parking spaces of the building to any intending buyers only relating to Developer's allocation and further to execute and register the deed of conveyances in favour of intending buyers which are relating to Developer's allocation. The Development Power of Attorney is clearly mentioned in the **Article-IV** hereunder.

17. **That** the Land Owners hereby agrees and covenants with the Developer, the Land Owners shall have no right and/or liberty to interfere in those transactions made between the Developer and intending buyers for Developer's allocation in manner whatsoever and further the Land Owners shall not be entitled to claim the profit and / or any liabilities of the said venture on Developer's allocation of Schedule-'C' hereunder.

18. **That** the Land Owners shall lend their names and signatures in all papers, plans, documents and deeds those may come on the way of the Developer for successful implementation of the project since the project will be developed in the name of Land Owners.

19. **That** if the project fails without creating any damages of the properties through for no fault of the Developer, the Land Owners are legally liable to pay back the additional consideration amount forthwith

*B. B. Das*  
*Jagan Kumar Gupta*

SRI. BULBUL DAS  
 Partner of M/S. SIDDHIVINAYAKA  
 CONSTRUCTION  
 Constituted Attorney on behalf of  
 1. Sri. Swapan Kumar Gupta  
 2. Sri. Tapan Kumar Gupta &  
 3. Sri. Anjan Kumar Gupta

*Bulbul Das*

SRI. EULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
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3. Sri. Anjan Kumar Gupta



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to the Developer which paid by the Developer to the Land Owners. Be it mentioned here these clause is valied subject to handover the possession of the existing building after obtaining the sanctioned plan.

20. That the Land Owners herein declare and assures that in the demise of any one or two or all of the Land Owners during the subsistence of this, heir/s of the said demise Land Owner/s shall sign and execute all papers and/or documents AND shall register a development agreement with development power of attorney in favour of the Developer herein for further construction and completion of the new building being the subject matter of this agreement.

### ARTICLE - III

**Indemnity, declarations, rights and obligations of the party of Developer mentioned hereunder :-**

1. That the Developer undertakes to build a new G+III storied residential building over the said land and premises of Schedule 'A' in accordance with the building plan which to be sanctioned by the competent authority of the building department of Kolkata Municipal Corporation and in conformity with the specification herewith at its own costs and expenses without claiming any part of investment from the Land Owners in connection with the cost of the proposed building/project including preparation of building plan and all other incidental cost & expenses to be incurred for the said building/project. Be it mentioned here that the Developer shall have to appoint—a professional Civil Engineer or L.B.S. or Firm as Architect to supervise the construction.

2. That from the day of handover, the Developer shall be entitled to hold and remain in possession of the premises of Schedule-'A' and it shall always be deemed that the Developer is in possession of the

*[Handwritten signature]*

*Jagan Kumar Gupta*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &

*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION

Constituted Attorney on behalf of

1. Sri. Swapan Kumar Gupta
2. Sri. Tapan Kumar Gupta &
3. Sri. Anjan Kumar Gupta



7

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entirety of premises in part of performance of this agreement during the subsistence hereof and the Land Owners shall not be entitled to disturb the possession of the Developer in any manner whatsoever. The Developer shall be entitled to use the premises for setting up a temporary site office and / or quarters for its watch ward and other staff. The Developer shall demolish the present existing structure standing upon the said premises of Schedule-'A' at its own cost and shall enjoy the debris and salvages out of its own accord.

3. That the Developer is entitled to give **additional consideration amount Rs.5,00,000/-** to the Land Owners at the time of registering the development agreement and development power in favour of the Developer herein.

4. That in connection with the alternative accommodation, it is agreed and clarified as follow :

(a) For two Land Owners **Sri Swapan Kumar Gupta and Sri Tapan Kumar Gupta**, with the delivery of the possession of the property of Schedule-'A' by the Land Owners mentioned in the Article-II hereinabove in favour of the Developer, the Developer shall arrange two alternative accommodations for their residential purpose with their family members till the Developer offers possession of the Land Owners' allocation of Schedule-'B' hereunder **and** the security deposit and monthly rent payable to the landlord of the said two alternative accommodations shall be paid by the Developer but all other outgoings, viz, maintainance etc. inconnection therewith shall be borne and paid by the aforesaid two Land Owners separately during the period of their occupation thereof **and** within 30 (thirty) days of notice from the Developer that the Land Owners' alloation in the new building are ready

*Bulbul Das*

*Tapan Kumar Gupta*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Tapan Kumar Gupta

*Bulbul Das*

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CONSTRUCTION  
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1. Sri. Swapan Kumar Gupta  
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3. Sri. Anjan Kumar Gupta



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for occupation in all respect, the said two Land Owners and their family members shall vacate their said two alternative accommodations and shall shift to their respective flats from the Land Owners' allocation. Failing which, after the expiry of the said 30th day of the notice, the Developer shall cease to be responsible for payment of the rent for the said two alternative accommodations and the said two Land Owners and their family members are liable for all costs and consequences arising therefrom.

(b) For other one Land Owner Sri Anjan Kumar Gupta is entitled to hold and enjoy one godown space for shifting his goods and articles from the said land and premises during the construction and shall vacate and handover as per guideline of the Article-II hereinabove in favour of the Developer and all other terms and conditions are same and identical which are mentioned in clause 'a' hereinabove.

5. That the Developer shall pay and bear all property taxes and outgoing in respect of the said property of land and premises of Schedule-'A' accruing due as and from the date of handing over vacant possession of the said property of Schedule-'A' by the Land Owners to the Developer. After completion of the new building, the Developer shall liable to pay the property taxes in respect of Developer's allocation of Schedule-'C' hereunder.

6. That the Developer shall complete the construction of the new G+III storied residential building within 24 months from the day of obtaining the sanctioned building plan from the competent authority of the Building Department of KMC Borough - X. In case the Developer fails to deliver the possession of the entirety of the Land Owners' allocation within the period stipulated hereinabove, then and in such event the

*Bulbul Das*

*Jagan Kumar Gupta*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Jagan Kumar Gupta &

*Bulbul Das*

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Developer shall be granted an extension of a maximum period of 6(six) month and the Developer shall have to complete the project. But due to any unavoidable circumstances which are beyond the control of Developer i.e. Force Majure mentioned in Article - I hereinabove, in that event the time shall be extended after discussion between the parties herein. If the Developer deliverately fails to handover the possession of Land Owners' allocation within the specified extended time subject to considering force majure, in that event the Developer shall have liable to pay an amount of Rs.1,000/- only p.m. to each one of the Land Owners as compensation till the date of handover the peaceful vacant and complete possession of the Land Owners' allocation.

7. That the Developer shall on completion of the new G+III storied residential building put the Land Owners in undisputed possession of the Land Owners' allocation. As soon as the new building is completed, the Land Owners shall inspect the Land Owners' allocation of Schedule-'B' hereunder and shall take possession and at all times thereafter the Land Owners and/or their nominee/s shall exclusively responsible for payment of all municipal property taxes, rates, duties and other outgoing and imposition whatsoever payable in respect of the Land Owners' allocation togetherwith liability to pay common expenses for the common areas & Utilities. At the time of offering the possession in favour of Land Owners, the Developer shall issue and give a 'Letter of Possession' to the Land Owners. The Developer shall be the confirming party in sale deed and sale agreement in respect of the Land Owners' allocation if the same becomes necessary at the instance of the Land Owners.

8. That the Developer shall install electric main service metre for the new building at its cost. Unit meter for the flats to be held by the Land Owners at their cost but under the supervision of the Developer.

*Bulbul Das*

*Jagan Kumar Gupta*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta

*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
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9. **That** the Developer shall be entitled absolutely to those areas which is clearly mentioned in the Developer's allocation of Schedule-'C' hereunder and shall have liberty to deal therewith in any manner whatsoever deem fit and proper. The Developer shall have the right and liberty to sell and transfer the respective areas of Schedule-'C' hereunder to any intending buyers in such a price and in such terms & conditions as determined by the Developer SAVE THAT the Developer shall adopt the same covenant of restrictions, -common portions and common expenses which are clearly mentioned in Schedule-'D', Schedule-'E' and Schedule - 'F' hereinbelow for common interest of all flat owners whether Land Owners' and Developer's allocation in accordance with the practices prevailing in respect of ownership flat/unit building.

10. **That** the Developer shall be entitled to receive the entire consideration amount from the intending buyers against issuing proper receipt thereof from the Developer's allocation without affecting the Land Owners' allocation or Land Owners' interest. Be it mentioned here that the Land Owners are not liable and / or obligated to the aforesaid intending buyers of the Developer's allocation to make refund any amount which the Developer shall receive for the all said intending buyers.

11. **That** the Land Owners shall have no right and/or liberty to interfere in those transactions made between the Developer and the intending buyer/s in manner whatsoever for Developer's allocated area and further the Land Owners shall not be entitled to claim the profit of the said venture made between the Developer and intending buyer/s.

12. **That** the Developer shall have every right to disclaim and/or relinquish any claim from the intending buyer/s and/or shall be entitled to settle any matter with any intending buyer in respect of payment of

*Bulbul Das*  
*Jagan Kumar Gupta*

SRI. BULBUL DAS  
 Partner of M/S. SIDDHIVINAYAKA  
 CONSTRUCTION  
 Constituted Attorney on behalf of  
 1. Sri. Swapan Kumar Gupta  
 2. Sri. Jagan Kumar Gupta &  
 3. Sri. Anjan Kumar Gupta

*Bulebul Das*

SRI. BULEBUL DAS

Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION

Constituted Attorney on behalf of

1. Sri. Swapan Kumar Gupta
2. Sri. Tapan Kumar Gupta &
3. Sri. Anjan Kumar Gupta



7

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consideration amount or in any issue in any term as the Developer may thing fit and proper.

13. **That** the Developer shall be entitle to deliver the peaceful vacant physical possession of the flats / car parking spaces to the intending buyers pertaining to the Developer's allocation free from all encumbrances whatsoever from the Land Owners without any obstruction from any quarter. **Be it mentioned here** that the handover of the Developer's allocation in favour of the intending buyers **either** with the same time of handover the Land Owners' allocation in favour of the Land Owners **or** after the handover the Land Owners' allocation in favour of the Land Owners.

14. **That** for smooth functioning of the development work and for the purpose of construction of the proposed new building, the Developer have right to take the **development power of attorney** from the Land Owners in favour of the Developer empowering its administrator-in-office to do all acts and deeds required for the construction of the proposed new building and to sale, transfer any flats & car parking spaces of the building to any intending buyers only relating to Developer's allocation and further to execute and register the deed of conveyances in favour of intending buyers which are relating to Developer's allocation. The Development Power of Attorney is clearly mentioned in the **Article-IV** hereunder.

15. **That** the Developer shall be entitled to take financial assistance at its own risk and responsibility from any private bank, nationalised bank and/or financial institution for the purpose of the completion of the construction of new building **by virtue of the Developer's allocation** as envisaged in this agreement in Schedule-'C' hereinbelow without infringing the Land Owners' right and interest of the

*[Handwritten Signature]*  
Japan Kumar Gupta

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Japan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta

*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
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Land Owners' allocation of Schedule-'B' hereunder in any manner whatsoever i.e. only the Developer's allocation shall be mortgaged and never the Land Owners' allocation shall be mortgaged and charged. The Land Owners shall not raise any objection in this respect because Land Owners' allocation is free from all encumbrances whatsoever nature. It is however clarified that in this respect the Land Owners' allocation of Schedule-'B' hereunder as envisaged in this agreement shall not be utilised or be hold liable for such loan amount and the liabilities in regard to the said loan in no way creating responsibilities upon the Land Owners and their family members i.e. the liabilities in regard to the said loan shall create responsibilities only upon the Developer's allocation. **Be it mentioned here** that the above subject matter whether maintaining or not, the Land Owners have right to see the all original title documents time to time at the office of the Developer.

16. **That** in so far as necessary all dealing by the Developer in respect of the new building shall be in the name of the Land Owners for which purpose the Land Owners undertakes in Article-'II' hereinabove to give the Developer a registered development power of attorney in a form and manner reasonable required by the Developer. It being understood however that such dealing shall not in any manner fasten or create any financial or legal liabilities upon the Land Owners nor there shall be any clause inconsistent with or against the terms mentioned in the agreement. The said registered power of attorney shall remain irrevocable during the subsistence hereof subject to complys of the terms and conditions of this agreement.

17. **That** the Developer shall act as an independant contractor in constructing the building and hereby undertakes to keep the Land Owners indemnified against all third party claims including any govt.,

*Bulbul Das*

Jagan Kumar Gupta

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &

*Bulbul Das*

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CONSTRUCTION  
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quasi govt., local authorities, electric supply, telephone etc **and** actions arising out of any sort of act of commission of the Developer or in relation to the construction of the said new building.

18. **That** the Developer hereby undertakes to keep the Land Owners indemnified against all action, suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said premises of Schedule 'A' and/or in the matter of construction of the building and/or any defect therein.

19. **That** the Developer shall be liable for any income tax, capital gain tax, wealth tax, good & GST or any other taxes for transferring the Developer's allocation and the Developer shall have to keep the Land Owners indemnified and re-imbersed against all actions, suits, proceedings and expenses in respect thereof.

20. **That** the Developer shall abide by all the safety norms during construction of the new building and follow all statutory and legal norms and keep the Land Owners indemnified until handing over the Developer's allocation to the intending flat buyers.

21. **That** the Developer shall indemnify and keep the Land Owners indemnified in respect of all costs, expenses, liabilities, claims and / or proceedings arising out of any acts done in pursuance of the registered power of attorney as aforesaid.

22. **That** the Developer shall indemnify the Land Owners against all claims and demands of the suppliers, contractors, workmen and agents of the Developer on the account whatsoever include any accident or other loss.

23. **That** the Developer shall indemnify the Land Owners against any demand and/or claim made by any unit holder in respect of the Developer's allocation.

*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta

*Jagan Kumar Gupta*

*Sri Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
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3. Sri. Anjan Kumar Gupta



7

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**ARTICLE - IV**

**Power of Attorney executed by the Land Owners in favour of Developer :-**

That M/s. Siddhivinayaka Construction, hereinafter referred to as the **lawful attorney**, to do the following acts, deeds and things on and from the day of-commencement of the development agreement till the completion of the venture and shall remain in force till the completion of the venture, that is to say :-

(a) to raise, erect, built the new residential building on the said land and premises of schedule as per building plan and as per terms & conditions of the development agreement.

(b) to obtain clearances from government departments and authorities including Fire Brigade, the Kolkata Municipal Corporation, Police and/or any other competent authorities as may be necessary.

(c) to appoint engineers, surveyors, architects and other experts for smooth construction of the new residential building.

(d) to appoint and engage or suspend any worker for the construction work as per development agreement.

(e) to settle any dispute arising in respect of the said premises.

(f) to represent before any court of law whether civil, criminal, taxation and/or tribunal whenever required. To sign and verify plaints and written statements, petitions, objections, memo of appeals, affidavits and applications of all kind and file those in any court of law. To engage and appoint any advocate or counsel wherever required.

(g) to settle, compromise of suits of disputes arising out of and / or in connection with aforesaid land & premises on such terms and conditions as the constituted attorney which think fit and proper and to execute such compromise petition for and on our behalf.

*Bulbul Das,*  
*Jagan Kumar Gupta*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &

*Bulbul Das*

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Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta



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Alipore, South 24 Parganas

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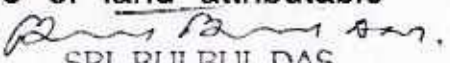


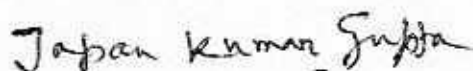
(h) to appear and represent before the competent authority of Kolkata Municipal Corporation or any other authority concerned on our behalf as and when our said attorney shall deem fit & proper and also to apply for & to effect mutation of the said land & premises in the record of the Kolkata Municipal Corporation and/or Land Revenue department in favour of our names and to sign all application thereof.

(i) to take all necessary steps for preparing plan/s and sign all the said plan/s including revised plan, modified plan **and** if necessity arises to get the same sanctioned from competent authority of KMC and to complete all relating works according to said plan and sign any type of declaration and / or affidavit on my behalf in connection with the same and registered any kinds of declaration thereto i.e. attorney has empower to sign & register the boundary declaration and all other declarations for sanction of building plan **and** the attorney has also empower to sign on the proposed building plan on behalf of me which to be sanctioned, if necessity by the competent authority of building department of KMC.

(j) to sign and apply for sanction of drainage/sewerage connection, to obtain electricity, gas, water, telephone or any other nature in the said land and premises of schedule and/or to make alteration therein and to choose down and/or have disconnected the same and for that to sign, execute and submit all papers, applications, documents and plans and to do all other act, deeds, and things as may be deem fit proper.

(k) to negotiate on terms for and to agree to and enter into and conclude any agreement for sale for the **Developer's allocation** and sell the same alongwith undivided proportionate share of land attributable

  
SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. ...



*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
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7

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(h) to appear and represent before the competent authority of Kolkata Municipal Corporation or any other authority concerned on our behalf as and when our said attorney shall deem fit & proper and also to apply for & to effect mutation of the said land & premises in the record of the Kolkata Municipal Corporation and/or Land Revenue department in favour of our names and to sign all application thereof.

(i) to take all necessary steps for preparing plan/s and sign all the said plan/s including revised plan, modified plan **and** if necessity arises to get the same sanctioned from competent authority of KMC and to complete all relating works according to said plan and sign any type of declaration and / or affidavit on my behalf in connection with the same and registered any kinds of declaration thereto i.e. attorney has empower to sign & register the boundary declaration and all other declarations for sanction of building plan **and** the attorney has also empower to sign on the proposed building plan on behalf of me which to be sanctioned, if necessity by the competent authority of building department of KMC.

(j) to sign and apply for sanction of drainage/sewerage connection, to obtain electricity, gas, water, telephone or any other nature in the said land and premises of schedule and/or to make alteration therein and to choose down and/or have disconnected the same and for that to sign, execute and submit all papers, applications, documents and plans and to do all other act, deeds, and things as may be deem fit proper.

(k) to negotiate on terms for and to agree to and enter into and conclude any agreement for sale for the **Developer's alocation** and sell the same alongwith undivided proportionate share of land attributable



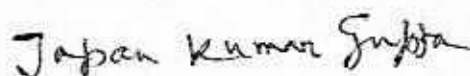
SRI. BULBUL DAS

Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION

Constituted Attorney on behalf of

1. Sri. Swapan Kumar Gupta

2. Sri. Tapan Kumar Gupta &



*Bani Bani Das,*

SRI. DULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
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1. Sri. Swapan Kumar Gupta  
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7

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Alipore, South 24 Parganas

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(h) to appear and represent before the competent authority of Kolkata Municipal Corporation or any other authority concerned on our behalf as and when our said attorney shall deem fit & proper and also to apply for & to effect mutation of the said land & premises in the record of the Kolkata Municipal Corporation and/or Land Revenue department in favour of our names and to sign all application thereof.

(i) to take all necessary steps for preparing plan/s and sign all the said plan/s including revised plan, modified plan and if necessity arises to get the same sanctioned from competent authority of KMC and to complete all relating works according to said plan and sign any type of declaration and / or affidavit on my behalf in connection with the same and registered any kinds of declaration thereto i.e. attorney has empower to sign & register the boundary declaration and all other declarations for sanction of building plan and the attorney has also empower to sign on the proposed building plan on behalf of me which to be sanctioned, if necessity by the competent authority of building department of KMC.

(j) to sign and apply for sanction of drainage/sewerage connection, to obtain electricity, gas, water, telephone or any other nature in the said land and premises of schedule and/or to make alteration therein and to choose down and/or have disconnected the same and for that to sign, execute and submit all papers, applications, documents and plans and to do all other act, deeds, and things as may be deem fit proper.

(k) to negotiate on terms for and to agree to and enter into and conclude any agreement for sale for the **Developer's alocation** and sell the same alongwith undivided proportionate share of land attributable

*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapna Kumar Gupta  
2. Sri. Tapan Kumar Gupta &

*Tapan Kumar Gupta*

*Bulbul Das*

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Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta



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Alipore, South 24 Parganas

25 JAN 2021



thereto in the said premises and/or part thereof to any purchaser or purchasers at such price under absolute discretion of said attorney which the attorney think proper and/or to cancel and/or repudiate the same.

(l) to receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money against the said sell of **Developer's allocation** alongwith undivided proportionate share of land attributable thereto in the said premises and/or part thereof and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers. Upon such receipt as aforesaid, to sign, execute and deliver any conveyance or conveyances of the said property and/or part thereof in favour of the said purchaser or nominee or assignee.

(m) to sign and execute all other deeds, instruments and assurances which our attorney shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said **allocation of Developer** alongwith undivided proportionate share of land attributable thereto in the said premises and/or part thereof. To present any such conveyance or conveyances in respect of said allocation of Developer alongwith undivided proportionate share of land attributable thereto in the said premises and/or part thereof for registration and to admit execution before the competent registration authority for and to have the said conveyance registered and to all acts, deeds and things which said attorney shall consider necessary for sale of the said property and/or part thereof to the purchasers as fully and effectually in all respects.

(n) the Developer herein is hereby empowered to obtain financial assistance at its own risk and responsibility from any private bank,

*[Signature]*  
Japan Kumar Gupta

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nationalised bank and/or financial institution for the purpose of the completion of the said construction of the new building by virtue of strength of the **Developer's allocation** as envisaged in the registered development agreement and the Land Owners shall not raise any objection in this respect. It is however clarified that in this respect the Land Owners' allocation as envisaged above shall not be utilised or be hold liable for such loan amount and the liabilities in regard to the said loan in no way shall create any liability or responsibility upon the Land Owners and their family members in any manner whatsoever. It is also assured by the Developer that the original title deed and other original documents in respect of the property of schedule hereunder written shall not be handed over to anybody or any bank or any financial institution but if necessity arises, the Developer shall take prior permission from the Land Owners on written assurance that the Land Owners' allocation shall not be utilised for such hypothecation at the financial institution.

**AND** we the Land Owners hereby agreed that all acts, deeds and things lawfully done by said attorney by virtue of registered general power of attorney shall be deemed as acts, deeds and things done by Land Owners personally and the Land Owners undertake to ratify and confirm all those acts, deeds and things.

**AND** we the Land Owners hereby confirm that this power is irrevocable and shall remain in force till the completion of the venture mentioned in the said development agreement. **Be it mentioned here that this power does not creat, constitute or assume any right & interest on Ownership to the Developer on the schedule of land and premises morefully describe hereinbelow.**

*Bulbul Das*  
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**AND** specifically stated that the schedule mentioned property of land and premises hereinbelow **is not situated** within the Notified and Cantonment area. The schedule mentioned property have **no embargo** and/or restriction imposed by the Local Authority/Competent Authority / Govt. Authority for transferring the land/flat in-question and if restriction previls, in that event Land Owners will be held responsible for that. ✓

**AND** after completion of the venture mentioned in the said registered development agreement i.e. after registering and handover of Developer's allocation in favour of intending buyers, these power of attorney **shall be considered as revoked.** ✓

**AND** we the Land Owners hereby ratify and confirm all and whatsoever other act or acts our said attorney shall lawfully do, execute or perform or cause to be done, executed or performed in connection with the transfer of **Developer's allocated area** under and by virtue of this power of attorney.

## ARTICLE - V

### Miscellaneous :-

1. **That** if the Developer shall require these development agreement to be registered then and in that event upon seven days notice being given to that effect the Land Owners shall remain present at the appropriate registration office to admit & execution of these development agreement and the Developer shall provide proper stamp duty and will make payment all incidental expenses and in no event the Land Owners shall be liable and/or responsible for the same.

2. **That** the Land Owners and the Developer have entered into the agreement purely as a contract and nothing contained herein shall be deemed to construct as partnership between the parties. The parties

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*Jagan Kumar Gupta*

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2. Sri. Jagan Kumar Gupta

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can proceed with this development agreement to complete the entire project successfully.

3. That in case any of the parties hereto commit any default in fulfilment of his obligations contained herein and all disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be entitled to specific performance and/or damages before the competent authority of local jurisdiction of court.

4. That both the parties do hereby undertake to co-operate with each other in all respect to materialize the development project within the stipulated time as per terms and conditions mentioned hereinabove and both the parties agreed to discuss between them in respect of any disputes and defferences between the parties hereto before any suit at the proper authority of local jurisdiction of court.

5. That this agreement contains the entire agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this agreement be terminated or waived except by written consent of both the parties. Both the parties acknowledge upon signing this agreement, that there are no other conditions, stipulations, representations, guarantees or warranties that have been made by the parties.

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION

**SCHEDULE 'A' ABOVE REFERRED TO**

**(the said land and premises)**

Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Japan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta

**ALL THAT** homestead land measuring 3K-7Ch. little more or less with two storied cement finished residential building totally measuring about 2274 sq.ft. (ground floor 840 sq.ft. + 1st floor 1434 sq.ft) in E.P. No. 9, S.P. No. 96, in C.S. Plot No. 171(P) & 206 (P) of Mouza-Raipur,

Japan Kumar Gupta

*Bulbul Das*

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SL. No.33, being Premises No. 55/8, Raipur Road, its postal address 1/21, Adarsha Pally, Kolkata-700092, P.S.-Netaji Nagar, P.O.-Regent Estate, KMC Ward No.99, Assessee No. 21-099-04-2696-0, Assessee No. 21-099-04-1607-2 and Assessee No. 21-099-04-2695-8 which shall be converted to one assessee number, District South 24 Pgs. togethewith all right, title, interest and right of easement attached thereto butted and bounded in the manner following :-

on the North - Drain / S.P. No. 108 - now converted to 25' wide road

on the South - 12' wide road

on the East - E.P. No. 7

on the West - 8' wide road

**SCHEDULE 'B' ABOVE REFERRED TO**

**(the Land Owners' allocation)**

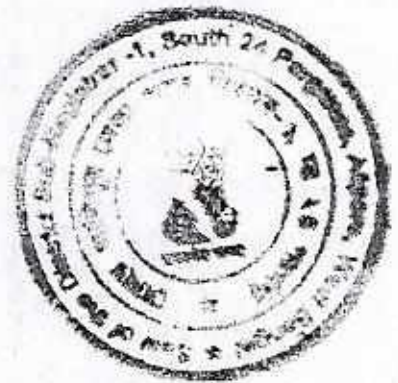
**ALL THAT** save and except the Developer's allocation as described in the Schedule - 'C' hereunder, the Land Owners are entitled to hold and enjoy (i) entire 1st floor consisting of two flats and (ii) 50% of the constructed area of 3rd floor from north side consisting one flat with four car parking space on the ground floor from west side of the premises which will be demarcated after obtaining the sanctioned building plan from the competent authority of the building department of Kolkata Municipal Corporation togetherwith undivided proportionate share in the land of the premises of Schedule 'A' hereinabove togetherwith common right on the common portion as described in the Schedule 'D' hereunder togetherwith liabilities to pay proportionately on common expenses for the common portions as described in the Schedule 'E' hereunder togetherwith covenants, terms, conditions and obligations to be observed and performed by the all occupiers of the building as described in the Schedule 'F' hereunder.

*Jagan Kumar Gupta*

*Sri. Bulebul Das*  
SRI. BULEBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swopen Kumar Gupta  
2. Sri. Tanen Kumar Gupta &

*Bulbul Das*

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**SCHEDULE 'C' ABOVE REFERRED TO**

**(the Developer's allocation)**

**ALL THAT** save and except the Land Owner's allocation as described in the Schedule - 'B' hereinabove, the Developer is entitled to hold and enjoy (i) entire 2nd floor consisting of two flats and (ii) 50% of the constructed area of 3rd floor from south side consisting one flat with all other car parking spaces on the ground floor after demarcating the four car parking spaces of the Land Owners **togetherwith** undivided proportionate share in the land of the premises of Schedule 'A' hereinabove **togetherwith** common right on the common portion as described in the Schedule 'D' hereunder **togetherwith** liabilities to pay proportionately on common expenses for the common portions as described in the Schedule 'E' hereunder **togetherwith** covenants, terms, conditions and obligations to be observed and performed by the all occupiers of the building as described in the Schedule 'F' hereunder.

**SCHEDULE 'D' ABOVE REFERRED TO**

**(common rights on the common portion for all unit owners)**

- (i) staircase on all floor and lift & lift well
- (ii) staircaselandings on all floors,
- (iii) common passage,
- (iv) water pump, water tanks, reservoirs, water pipes, septic tank, all rain water pipes and all other common plumbing installations and sanitary installations.
- (v) common electrical wiring, fittings and fixtures.
- (vi) drainage and sewers.
- (vii) boundary walls and main gates.
- (viii) such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for

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 1. Sri. Swapan Kumar Gupta  
 2. Sri. Tapan Kumar Gupta &  
 3. Sri. Anjan Kumar Gupta

*Tapan Kumar Gupta*

*B. B. Das*

**B. B. DAS**  
Partner of M/S. SIDDHIVINAYAK  
**CONSTRUCTION**  
Constituted Attorney on behalf of  
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passage to or user and occupancy of the said units in common and as may be specified and/or terrace and areas including side spaces and back spaces to be left open according to sanctioned plan.

(ix) roof on the top floor.

(x) caretaker room and toilet.

*Sri Bulbul Das*  
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### SCHEDULE 'E' ABOVE REFERRED TO

The expenses proportionately shall inter-alia include all expenses for maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing, insurance, litigation, rates & taxes and outgoings and staff expenses for the said building. Any other expenses that may be incurred for rendering maintenance and operation of all the common parts, utilities, facilities, amenities and any other amenities not specifically mentioned.

### SCHEDULE- "F" ABOVE REFERRED TO

(Covenants, terms, conditions and obligations to be observed and performed by the all occupiers of the building)

1. That the common areas and facilities shall remain undivided and no owner of any flat or portion of the said building shall entitled to make partition or division and/or cause to obstruct and do any act or things whereby the use and enjoyment of the common parts of the said building and/ or said premises be in any way prejudicially effected or vitiated thereof.

2. That the all flat owners will enjoy the ultimate roof for their day to day purposes and the said roof will be maintained by all the flat owners of the said building. Without permission of the flat owners association, all other purpose on the ultimate roof shall be restricted.

*Tapan Kumar Gupta*

*Bulbul Das.*

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3. That none owners or occupiers of the flat in the said building shall at any time demolish or remove or damage or cause to be damaged, the flats and/or any parts thereof for any addition & alteration except for repair and/or replace any fixture and fittings and/or reconstruction in case its becoming heavily damaged in the elevation or outside colour scheme of the flat.

4. That none flat owners/occupiers shall throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuses within the compound of the premises or any portion of the said building or permit the same to be thrown into sinks, baths, lavatories, cisterns or waste.

5. That none flat owners shall keep and store in their flat any goods or hazardous or inflammable or combustible nature for which are so heavy as to adversely affect the construction of the structure of the said building excepting the cooking gas or kerosene for cooking purpose.

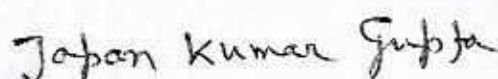
6. That the all flats / units will use only for residential purpose and not for commercial purpose and not to use the flat or any part thereof for any purpose as to cause nuisance, annoyance to the owners and occupiers of the other flats nor shall use or allow the flat to be used for any illegal or immoral purpose.

7. That not to make any noise by use or play on any musical instrument, radio, television or amplifiers beyond permissible limits as per law or do any work to act conduct himself/herself/themselves in such a way that may reasonably cause irritation, annoyance or disturbances to any other resident or neighbour.

8. That flat owner/s shall have no right to park any two wheeler at the entrance gate of the building and also shall not use the said space to keep his/their cycle.



SRI. BUI BUL DAS  
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**SCHEDULE - G, ABOVE REFERRED TO**

(Specification of Work Schedule )

**Structure :** R.C.C. framed structure (M-20 grade) as per drawing.

**Walls :** [a] external brick wall with cement [b] partition brick wall work (1:4) for the separation walls and 75 mm thick 1st class brick with cement mortar (1:4) internal walls with proper plaster of parish finish.

**Grill & Gates :** Mild still. Square bar 12 mm.

**Doors :**

Frame and pilla of main door of the flat of 1st floor (north-east) shall be made of wooden (sal & gammar). Frame of main doors of all other flats shall be wooden (sal) and pilla shall be of commercial water proof flush type door. Doors of toilet shall be PVC make.

**Flooring :**

Entire floor of the flat shall be marble slab and staircases of the building from ground to roof shall be marble finished.

**Window .:**

All windows of the flat shall be sliding aluminium with integrated box grill.

**Kitchen :**

Cooking platform top will be black stone with granite and kitchen wall upto 4' height from kitchen top with tiles with C/P bib cock provided in the kitchen for water supply, one 15 amp plug point for mixure machine/micro-oven, one exhaust fan point and one general plug point. Steel sink shall be provided.

**Toilet :**

Tiles upto 7' hight from the skirting of the floor shall be finished on four side walls with concealed pipe line for water supply, one general water point, one basin for hand wash, comode with cistern with C/P bib cock provided, one exhaust fan point, one light point and one general plug point.

*Jagan Kumar Gupta*

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2. Sri. Jagan Kumar Gupta &  
3. Sri. Anish Kumar Gupta

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**Drawing-cum-dining room :**

Concealed cable and phone connecting points will be provided, one fan point, two light points, one 15 amp. plug point for frize, one general plug point.

**Bed Room :**

One fan point, two light points, one general plug point and one A.C. point on each flat.

**Balcony :**

Shall be marble finished with 4' height grill.

**Water Reservoir :** There will be reservoirs of adequate capacity both underground and overhead. The underground reservoir will be brick-built and the overhead reservoir will be of Sintex/Patton.

**Stationary :** The following will be provided :—

Fittings in : Concealed pipe with necessary fittings, kitchen w/c & toilet by ceramic tiles finished at toilet and w/c 24" inches height at kitchen over cooking table top made of granite stone.

Staircase Hand Rest : Iron work railing.

Electrical Wiring : Concealed wiring with PVC pipe. Electrical wire shall be Heavels or Finotek branded.

Switches : Sleek / modular type, fixed on backlit sheet.

Paint : Outside of the building will be coloured with weather shield.

**Roofing :**

I.P.S. finish over the roof after providing chemical to prevent the water.

**Extra charges** for any extra work other than the specifications mentioned hereinabove shall be totally born by the land owners and shall be cleared the payment of the said extra work before taking possession of land owners' allocation. Extra work will be done after informing to the respective Land Owners before doing the job and one estimate shall be provided by the Developer and after accepting the same, the extra work shall be started otherwise extra work shall not be started.

*Jagan Kumar Gupta*

*B. B. Das.*  
SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
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2. Sri. Tapan Kumar Gupta &  
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District Sub-Registrar-I  
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25 JAN 2021



**IN WITNESS** we, the said Land Owners and Developer have hereto put our signatures on this the 25<sup>th</sup> day of January 2021.

Signed, sealed and delivered in the presence of following witness.

Full signature with complete address of the following witness.

1. Sankar Paul  
1/31 Stree Colony  
Kolkata - 92

2. Avijit Dutta  
87, Pallisree  
Kolkata - 92

1. Swapan Kumar Gupta
2. Tapan Kumar Gupta
3. Anjan Kumar Gupta

**Signature of the Owners / Vendors**

Sri Swapan Kumar Gupta  
Sri Tapan Kumar Gupta  
Sri Anjan Kumar Gupta

✓ Bulbul Das

**Signature of the Developer**

M/s. Siddhivinayaka Construction  
signed by its Managing Partner  
Sri Bulbul Das

Bulbul Das

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta

As per available documents and informations supplied by parties herein  
**Drafted by me at my office :**

  
**Mr. Punyabrata Roy Chowdhury**  
Senior Advocate

Enrollment No. WB/1422/1980  
Alipore Judges' Court  
Office : 8A, Pallisree, Kol-92,  
Mobile : 98303 29585

Compared the drafting by me with the relevant documents supplied by parties herein and readover before the parties.

**Miss. Sraboni Ghosh**  
Advocate

Enrollment No : F/1396/1073 of 2019  
Alipore Judges' Court  
Office : 9/29 Netaji Nagar, Kol-92  
Mobile : 8697502211

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## MEMO OF CONSIDERATION

RECEIVED from above named Developer, a sum of Rs.5,00,000/- (Rupees five lakh) only towards full and final additional consideration amount in the manner as hereunder :

### MEMO

- |   |                 |
|---|-----------------|
| 1. By Cheque No. <u>028182</u> , dt. <u>25-01-2021</u><br>on Axis Bank, Pallisree Branch<br>in favour of Sri Swapan Kr. Gupta   | Rs. 1,50,000.00 |
| 2. By Cheque No. <u>028183</u> ..., dt. <u>25-01-2021</u><br>on Axis Bank, Pallisree Branch<br>in favour of Sri Tapan Kr. Gupta | Rs. 2,00,000.00 |
| 3. By Cheque No. <u>028184</u> ..., dt. <u>25-01-2021</u><br>on Axis Bank, Pallisree Branch<br>in favour of Sri Anjan Kr. Gupta | Rs. 1,50,000.00 |

**Total : Rs. 5,00,000.00**

**Full signature of Witness :-**

1. Sankar Paul

2. Avijit Dutta

1. Swapn Kumar Gupta
2. Tapan Kumar Gupta
3. Anjan Kumar Gupta

**Signature of the Owners / Vendors**

Sri Swapan Kumar Gupta  
Sri Tapan Kumar Gupta  
Sri Anjan Kumar Gupta

Bulbul Das  
SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
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Alipore, South 24 Parganas

25 JAN 2025





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

GRN Details

GRN: 192020210213655991 Payment Mode: Online Payment  
GRN Date: 25/01/2021 12:54:22 Bank/Gateway: State Bank of India  
BRN : CKP2628285 BRN Date: 25/01/2021 12:01:06  
Payment Status: Successful Payment ID: 2000161040/9/2021  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: MS SIDDHIVINAYAKA CONSTRUCTION  
Address: P-58/40, PALLISREE JADAVPUR KOLKATA 700092  
Mobile: 8240022637  
Depositor Status: Buyer/Claimants  
Query No: 2000161040  
On Behalf Of: Mr SRABONI GHOSH  
Address: D.S.R. - I SOUTH 24-PARGANAS  
Office Name: D.S.R. - I SOUTH 24-PARGANAS  
Identification No: 2000161040/9/2021  
Remarks: Sale, Development Agreement or Construction agreement Payment No 9

Payment Details

| Sl. No. | Payment ID        | Head of A/C<br>Description               | Head of A/C        | Amount (₹) |
|---------|-------------------|--|--------------------|------------|
| 1       | 2000161040/9/2021 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 20         |
| 2       | 2000161040/9/2021 | Property Registration- Registration Fees | 0030-03-104-001-16 | 46         |
|         |                   |  | <b>Total</b>       | <b>66</b>  |

IN WORDS: SIXTY SIX ONLY.

*Bulbul Das*  
SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
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3. Sri. Anjan Kumar Gupta



## Major Information of the Deed

|  |  |                                 |            |
|--|--|---------------------------------|------------|
| Deed No :  | I-1601-00214/2021  | Date of Registration            | 25/01/2021 |
| Query No / Year  | 1601-2000161040/2021   | Office where deed is registered |            |
| Query Date   | 22/01/2021 7:10:23 PM  | 1601-2000161040/2021            |            |
| Applicant Name, Address & Other Details                      | SRABONI GHOSH<br>ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8697502211, Status : Advocate  |                                 |            |
| Transaction  | Additional Transaction   |                                 |            |
| [0110] Sale, Development Agreement or Construction agreement | [4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-] |                                 |            |
| Set Forth value  | Market Value   |                                 |            |
| Rs. 12,00,000/-  | Rs. 53,14,877/-  |                                 |            |
| Stampduty Paid(SD)   | Registration Fee Paid  |                                 |            |
| Rs. 7,071/- (Article:48(g))                                  | Rs. 5,060/- (Article:E, 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:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raipur Road (Adarsha Pally), Premises No. 55/8, Ward No: 099 Pin Code : 700092

| 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                 | 3 Katha 7 Chatak | 10,00,000/-             | 36,09,377/-           | Width of Approach Road: 25 Ft. |
| <b>Grand Total :</b> |             |                |                       | <b>5.6719Dec</b> | <b>10,00,000 /-</b>     | <b>36,09,377 /-</b>   |                                |

### Structure Details :



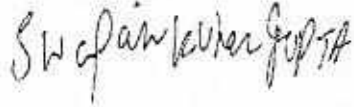


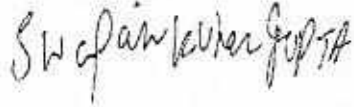


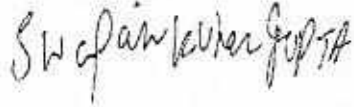


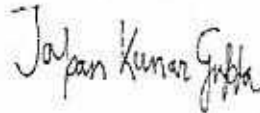


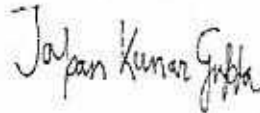


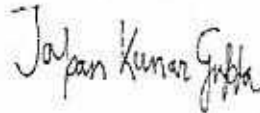


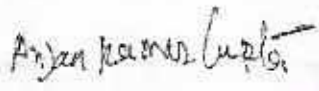


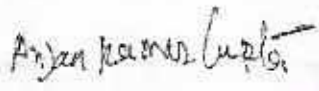


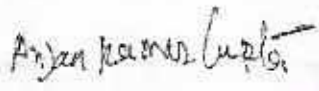
| Sch No  | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1  | On Land L1        | 2274 Sq Ft.       | 2,00,000/-              | 17,05,500/-           | Structure Type: Structure |
| Floor No: 1, Area of floor : 840 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete<br>Floor No: 2, Area of floor : 1434 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| <b>Total :</b>  |                   | <b>2274 sq ft</b> | <b>2,00,000 /-</b>      | <b>17,05,500 /-</b>   |                           |

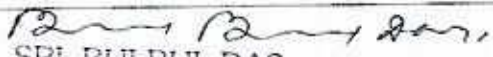
*Buleul Das*

SRI. BULEUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta



and Lord Details :

| Sl No   | Name,Address,Photo,Finger print and Signature  |  |   |              |           |   |   |  |   |            |  |                   |            |
|---|--|--|---|--------------|-----------|---|---|--|---|------------|--|-------------------|------------|
| 1   | <table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Shri SWAPAN KUMAR GUPTA</b><br/>                     Son of Late MOHIT KUMAR GUPTA<br/>                     Executed by: Self, Date of Execution: 25/01/2021<br/>                     , Admitted by: Self, Date of Admission: 25/01/2021 ,Place : Office                 </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>25/01/2021</td> <td></td> <td>LTI<br/>25/01/2021</td> <td>25/01/2021</td> </tr> </tbody> </table> <p>Block/Sector: Adarsha Pally, 1/21, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ATxxxxxx3R, Aadhaar No: 35xxxxxxxx9234, Status :Individual, Executed by: Self, Date of Execution: 25/01/2021 , Admitted by: Self, Date of Admission: 25/01/2021 ,Place : Office</p>                 | Name   | Photo   | Finger Print | Signature | <b>Shri SWAPAN KUMAR GUPTA</b><br>Son of Late MOHIT KUMAR GUPTA<br>Executed by: Self, Date of Execution: 25/01/2021<br>, Admitted by: Self, Date of Admission: 25/01/2021 ,Place : Office             |    |     |    | 25/01/2021 |  | LTI<br>25/01/2021 | 25/01/2021 |
| Name  | Photo  | Finger Print   | Signature   |              |           |   |   |  |   |            |  |                   |            |
| <b>Shri SWAPAN KUMAR GUPTA</b><br>Son of Late MOHIT KUMAR GUPTA<br>Executed by: Self, Date of Execution: 25/01/2021<br>, Admitted by: Self, Date of Admission: 25/01/2021 ,Place : Office             |   |     |    |              |           |   |   |  |   |            |  |                   |            |
| 25/01/2021  |  | LTI<br>25/01/2021  | 25/01/2021  |              |           |   |   |  |   |            |  |                   |            |
| 2   | <table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Shri TAPAN KUMAR GUPTA (Presentant)</b><br/>                     Son of Late MOHIT KUMAR GUPTA<br/>                     Executed by: Self, Date of Execution: 25/01/2021<br/>                     , Admitted by: Self, Date of Admission: 25/01/2021 ,Place : Office                 </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>25/01/2021</td> <td></td> <td>LTI<br/>25/01/2021</td> <td>25/01/2021</td> </tr> </tbody> </table> <p>Block/Sector: Adarsha Pally, 1/21, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx2N, Aadhaar No: 60xxxxxxxx7124, Status :Individual, Executed by: Self, Date of Execution: 25/01/2021 , Admitted by: Self, Date of Admission: 25/01/2021 ,Place : Office</p> | Name   | Photo   | Finger Print | Signature | <b>Shri TAPAN KUMAR GUPTA (Presentant)</b><br>Son of Late MOHIT KUMAR GUPTA<br>Executed by: Self, Date of Execution: 25/01/2021<br>, Admitted by: Self, Date of Admission: 25/01/2021 ,Place : Office |   |   |   | 25/01/2021 |  | LTI<br>25/01/2021 | 25/01/2021 |
| Name  | Photo  | Finger Print   | Signature   |              |           |   |   |  |   |            |  |                   |            |
| <b>Shri TAPAN KUMAR GUPTA (Presentant)</b><br>Son of Late MOHIT KUMAR GUPTA<br>Executed by: Self, Date of Execution: 25/01/2021<br>, Admitted by: Self, Date of Admission: 25/01/2021 ,Place : Office |    |   |   |              |           |   |   |  |   |            |  |                   |            |
| 25/01/2021  |  | LTI<br>25/01/2021  | 25/01/2021  |              |           |   |   |  |   |            |  |                   |            |
| 3   | <table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Shri ANJAN KUMAR GUPTA</b><br/>                     Son of Late MOHIT KUMAR GUPTA<br/>                     Executed by: Self, Date of Execution: 25/01/2021<br/>                     , Admitted by: Self, Date of Admission: 25/01/2021 ,Place : Office                 </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>25/01/2021</td> <td></td> <td>LTI<br/>25/01/2021</td> <td>25/01/2021</td> </tr> </tbody> </table> <p>Block/Sector: Adarsha Pally, 1/21, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AGxxxxxx1J, Aadhaar No: 35xxxxxxxx9461, Status :Individual, Executed by: Self, Date of Execution: 25/01/2021 , Admitted by: Self, Date of Admission: 25/01/2021 ,Place : Office</p>           | Name   | Photo   | Finger Print | Signature | <b>Shri ANJAN KUMAR GUPTA</b><br>Son of Late MOHIT KUMAR GUPTA<br>Executed by: Self, Date of Execution: 25/01/2021<br>, Admitted by: Self, Date of Admission: 25/01/2021 ,Place : Office              |  |  |  | 25/01/2021 |  | LTI<br>25/01/2021 | 25/01/2021 |
| Name  | Photo  | Finger Print   | Signature   |              |           |   |   |  |   |            |  |                   |            |
| <b>Shri ANJAN KUMAR GUPTA</b><br>Son of Late MOHIT KUMAR GUPTA<br>Executed by: Self, Date of Execution: 25/01/2021<br>, Admitted by: Self, Date of Admission: 25/01/2021 ,Place : Office              |   |  |  |              |           |   |   |  |   |            |  |                   |            |
| 25/01/2021  |  | LTI<br>25/01/2021  | 25/01/2021  |              |           |   |   |  |   |            |  |                   |            |




  
**SRI. BULBUL DAS**  
 Partner of M/S. SIDDHIVINAYAKA  
 CONSTRUCTION  
 Constituted Attorney on behalf of  
 1. Sri. Swapan Kumar Gupta  
 2. Sri. Tapan Kumar Gupta &  
 3. Sri. Anjan Kumar Gupta



**Developer Details :**

| Sl No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <b>SIDDHIVINAYAKA CONSTRUCTION</b><br>Block/Sector: Pallisree, P 58/40, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092 , PAN No.:: ACxxxxxx7K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by. Representative |

**Representative Details :**

| Sl No   | Name,Address,Photo,Finger print and Signature  |   |   |   |
|---|--|---|---|---|
| 1   | Name   | Photo   | Finger Print  | Signature   |
|   | <b>Shri BULBUL DAS</b><br>Son of Late BINODE BEHARI DAS<br>Date of Execution - 25/01/2021, , Admitted by: Self, Date of Admission: 25/01/2021, Place of Admission of Execution: Office |  |  |  |
|   |  | Jan 25 2021 12:33PM   | LTI<br>25/01/2021   | 25/01/2021  |
| Block/Sector: Adarsha Pally, 2/6A, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx9M, Aadhaar No: 29xxxxxxxx3232 Status : Representative, Representative of : SIDDHIVINAYAKA CONSTRUCTION (as Managing Partner) |  |   |   |   |

**Identifier Details :**

| Name  | Photo   | Finger Print  | Signature   |
|---|---|---|---|
| <b>Mr SANKAR PAUL</b><br>Son of Late KHAGENDRA CH PAUL<br>1/31, Sree Colony, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092 |  |  |  |
|   | 25/01/2021  | 25/01/2021  | 25/01/2021  |
| Identifier Of Shri SWAPAN KUMAR GUPTA, Shri TAPAN KUMAR GUPTA, Shri ANJAN KUMAR GUPTA, Shri BULBUL DAS  |   |   |   |



**SRI. BULBUL DAS**  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta



Transfer of property for L1

| Sl.No | From                    | To. with area (Name-Area)               |
|-------|-------------------------|---|
| 1     | Shri SWAPAN KUMAR GUPTA | SIDDHIVINAYAKA CONSTRUCTION-1.89063 Dec |
| 2     | Shri TAPAN KUMAR GUPTA  | SIDDHIVINAYAKA CONSTRUCTION-1.89063 Dec |
| 3     | Shri ANJAN KUMAR GUPTA  | SIDDHIVINAYAKA CONSTRUCTION-1.89063 Dec |

Transfer of property for S1

| Sl.No | From                    | To. with area (Name-Area)                      |
|-------|-------------------------|--|
| 1     | Shri SWAPAN KUMAR GUPTA | SIDDHIVINAYAKA CONSTRUCTION-758.00000000 Sq Ft |
| 2     | Shri TAPAN KUMAR GUPTA  | SIDDHIVINAYAKA CONSTRUCTION-758.00000000 Sq Ft |
| 3     | Shri ANJAN KUMAR GUPTA  | SIDDHIVINAYAKA CONSTRUCTION-758.00000000 Sq Ft |

*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta

On 25-01-2021

**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 12:15 hrs on 25-01-2021, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Shri TAPAN KUMAR GUPTA , one of the Executants.

**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 53,14,877/-

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

Execution is admitted on 25/01/2021 by 1. Shri SWAPAN KUMAR GUPTA, Son of Late MOHIT KUMAR GUPTA, Sector: Adarsha Pally, 1/21, P.O: Regent Estate, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Retired Person, 2. Shri TAPAN KUMAR GUPTA, Son of Late MOHIT KUMAR GUPTA, Sector: Adarsha Pally, 1/21, P.O: Regent Estate, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Retired Person, 3. Shri ANJAN KUMAR GUPTA, Son of Late MOHIT KUMAR GUPTA, Sector: Adarsha Pally, 1/21, P.O: Regent Estate, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Retired Person

Indetified by Mr SANKAR PAUL, , Son of Late KHAGENDRA CH PAUL, 1/31, Sree Colony, P.O: Regent Estate, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by profession Business

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

Execution is admitted on 25-01-2021 by Shri BULBUL DAS, Managing Partner, SIDDHIVINAYAKA CONSTRUCTION (Partnership Firm), Block/Sector: Pallisree, P 58/40, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092

Indetified by Mr SANKAR PAUL, , Son of Late KHAGENDRA CH PAUL, 1/31, Sree Colony, P.O: Regent Estate, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,060/- ( B = Rs 5,000/- ,E = Rs 28/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,060/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 25/01/2021 11:46AM with Govt. Ref No: 192020210213586311 on 25-01-2021, Amount Rs: 5,014/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKP2611146 on 25-01-2021, Head of Account 0030-03-104-001-16  
Online on 25/01/2021 12:59PM with Govt. Ref. No: 192020210213655991 on 25-01-2021, Amount Rs: 46/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKP2628285 on 25-01-2021, Head of Account 0030-03-104-001-16



SRI BULBUL DAS

Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION

Constituted Attorney on behalf of

1. Sri. Swapan Kumar Gupta
2. Sri. Tapan Kumar Gupta &
3. Sri. Anjan Kumar Gupta



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 6,971/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 360980, Amount: Rs 100/-, Date of Purchase: 09/01/2021, Vendor name: I Chakraborty












Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 25/01/2021 11:46AM with Govt. Ref. No: 192020210213586311 on 25-01-2021, Amount Rs: 6,951/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKP2611146 on 25-01-2021, Head of Account 0030-02-103-003-02  
Online on 25/01/2021 12:59PM with Govt. Ref. No: 192020210213655991 on 25-01-2021, Amount Rs: 20/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKP2628285 on 25-01-2021, Head of Account 0030-02-103-003-02

*Maitreyee Ghosh*

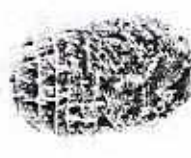





**Maitreyee Ghosh**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

*13 B. B. Das.*

**SRI. BULBUL DAS**  
Partner of M/S. SIDDHIVINAYAKA  
**CONSTRUCTION**  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta

|  |  | Thumb   | 1st finger   | middle finger   | ring finger   | small finger  |
|--|--|---|--|---|---|---|
| PHG<br> |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

Name TAPAN KUMAR GUPTA  
 Signature Tapan Kumar Gupta

|   |            | Thumb   | 1st finger   | middle finger   | ring finger   | small finger  |
|---|------------|---|--|---|---|---|
|  | left hand  |   |   |   |   |   |
|   | right hand |  |  |  |  |  |

Name ANJAN KUMAR GUPTA  
 Signature Anjan Kumar Gupta







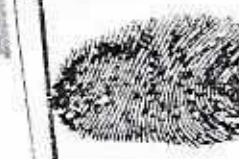




*Bulbul Das*

SRI. BULBUL DAS  
 Partner of M/S. SIDDHIVINAYAKA  
 CONSTRUCTION  
 Constituted Attorney on behalf of












|       |            | Thumb | 1st finger | middle finger | ring finger | small finger |
|-------|------------|-------|------------|---------------|-------------|--------------|
| PHOTO | left hand  |       |            |               |             |              |
|       | right hand |       |            |               |             |              |

Name \_\_\_\_\_  
 Signature \_\_\_\_\_



|  | Thumb   | 1st finger   | middle finger   | ring finger   | small finger  |
|--|---|--|---|---|---|
| PH  |  |  |   |   |   |
|  |  |  |  |  |  |

Name BUL BUL DAS.  
 Signature Bul Bul Das.

|  | Thumb   | 1st finger   | middle finger   | ring finger   | small finger  |
|--|---|--|---|---|---|
|  | left hand<br>   |    |    |    |    |
|  | right hand<br> |  |  |  |  |

Name SWAPAN KUMAR GUPTA  
 Signature Swapan Kumar Gupta

|       | Thumb      | 1st finger | middle finger | ring finger | small finger |
|-------|------------|------------|---------------|-------------|--------------|
| PHOTO | left hand  |            |               |             |              |
|       | right hand |            |               |             |              |

Name \_\_\_\_\_  
 Signature \_\_\_\_\_

Bul Bul Das.  
 SRI. BULBUL DAS  
 Partner of M/S. SIDDHIVINAYAKA  
 CONSTRUCTION  
 Constituted Attorney on behalf of  
 1. Sri. Swapan Kumar Gupta  
 2. Sri. Tapan Kumar Gupta &  
 3. Sri. Anjan Kumar Gupta

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1601-2021, Page from 11182 to 11241

being No 160100214 for the year 2021.



Digitally signed by MAITREYEE GHOSH  
Date: 2021.02.01 11:21:05 +05:30  
Reason: Digital Signing of Deed.

*Maitreyee Ghosh*

(Maitreyee Ghosh) 2021/02/01 11:21:05 AM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS  
West Bengal.

*Bulbul Das*

SRI. BULBUL DAS  
Partner of M/S. SIDDHIVINAYAKA  
CONSTRUCTION  
Constituted Attorney on behalf of  
1. Sri. Swapan Kumar Gupta  
2. Sri. Tapan Kumar Gupta &  
3. Sri. Anjan Kumar Gupta

(This document is digitally signed.)