



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AT 011407

DEVELOPMENT POWER OF ATTORNEY

AFTER REGISTRATION OF THE DEVELOPMENT

AGREEMENT

Made this the 26th day of September 2024.

BETWEEN

Pallab Gupta

ULTIMATE 17 SMARTVISTA LLP

Signature

ULTIMATE 17 SMARTVISTA LLP

Partner

Pallab Gupta

Partner

KNOW ALL MEN BY THESE PRESENTS that I, SRI PALLAB GUPTA (PAN - ADXPG9669D) son of Late Pabitra Gupta, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at Plot No.11, Sector -A, Metropolitan Co- operative Housing Society, P.S. Pragoti Maidan, P.O. Dhapa, Kolkata - 700 105, West Bengal, do hereby state that we are the lawful owners in respect of

"A"

ALL THAT leasehold land measuring 33.80 cottahs be the same a little more or less comprised in R.S. Dag no. 421 (P), L.R. Dag no. 421, L.R. Khatian no. 845, of Mouja- Laskarhat, J.L. No. 11 being KMDA Plot no. C-7 at Sector-C and situated at and being part of the East Kolkata Area Development Project of the authority under P.S.- Kasba, within the jurisdiction of KMC Ward no. 107 in the District- South 24 Parganas, which is butted and bounded as follows:

ON THE NORTH: 12 ft (3650cm) wide road and canal

ON THE SOUTH: Plot no. GRH-5 (Boundary wall of Custom Quarter)

ON THE EAST: EM Bypass 76.20 M. wide Road

ON THE WEST: RS Dag no. 422

Pallab Gupta

ULTIMATE 17 SMARTVISTA LLP ULTIMATE 17 SMARTVISTA LLP

Gupta.

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Pallab Gupta

Partner

Partner

"A1"

ALL THAT piece and parcel of leasehold land measuring 25 cottahs be the same a little more or less along with 20 ft wide entrance road from E.M Bypass with all easement rights and being part of the Plot of land as described in "A" abovesaid and comprised in R.S. Dag no. 421 (P), L.R. Dag no. 421, L.R. Khatian no. 845, of Mouja- Laskarhat, J.L. No. 11 being KMDA Plot no. C-7 at Sector-C and situated at and being part of the East Kolkata Area Development Project of the authority under P.S.- Kasba, within the jurisdiction of KMC Ward no. 107 in the District- South 24 Parganas, which is butted and bounded as follows:

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Which is more fully described in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the "SAID PROPERTY". Due to certain personal difficulties, I find it extremely difficult to manage and handle the above schedule property and more

Pallab Gupta

ULTIMATE 17 SMARTVISTA LLP
Gupta
 Partner

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Pallab Gupta
 Partner

particularly discharge my duty and liability as its owner. In such circumstances it was deemed necessary and expedient to appoint someone as my true and lawful agent to look after and deal with the said property and right, title and interest therein.

WHEREAS I have entered into a Joint Venture Development Agreement on 24th day of September ULTIMATE 17 SMARTVISTA LLP (LLPIN ACE-2979 date of incorporation 08.12.2023) and having its office 385, Santi Pally Ward No. 107, East Kolkata Township (EKT), Kolkata - 700 107 being represented by its partners 1. SRI PALLAB GUPTA (DIN - 00047726) (PAN - ADXPG9669D) son of Late Pabitra Gupta, 2. SMT. LAXMI GUPTA (DIN - 10419734) (PAN - AWCPG0665M) wife of Late Pabitra Gupta, by occupation- Business, both by faith- Hindu, both by Nationality- Indian, both residing at Plot No.11, Sector -A, Metropolitan Co- operative Housing Society, P.S. Pragoti Maidan, P.O. Dhapa, Kolkata - 700 105, West Bengal hereinafter called and referred to as "DEVELOPER".

AND WHEREAS I hereby nominate or appoint and constitute ULTIMATE 17 SMARTVISTA LLP (LLPIN ACE-2979 date of incorporation 08.12.2023) and having its office 385, Santi Pally Ward No.

ULTIMATE 17 SMARTVISTA LLP

Signed by - ULTIMATE 17 SMARTVISTA LLP

Partner

Partner

107, East Kolkata Township Project (EKTP), Kolkata – 700 107 being represented by its partners 1. SRI PALLAB GUPTA (DIN – 00047726) (PAN - ADXPG9669D) son of Late Pabitra Gupta, 2. SMT. LAXMI GUPTA (DIN – 10419734) (PAN – AWCPG0665M) wife of Late Pabitra Gupta, by occupation- Homemaker, both by faith- Hindu, both by Nationality- Indian, both residing at Plot No.11, Sector –A, Metropolitan Co- operative Housing Society, P.S. Pragoti Maidan, P.O. Dhapa, Kolkata – 700 105, West Bengal as my **TRUE AND LAWFUL ATTORNEY** who will do and/ or perform all the acts, deeds, and things as mentioned hereunder for our in our names and on our behalf in respect of the "schedule mentioned property" as follows:-

1. To enter into sale/ lease or any agreement with any person in respect of the developers share of the said property mention in the schedule below

2. To receive the Sale consideration amount from the intending purchaser or purchasers in respect of the "Developers' Allocation" as per the Development Agreement dated 24th day of September 2024 and also to

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Pallab Gupta
Partner

Pallab Gupta

ULTIMATE 17 SMARTVISTA LLP
Gupta
Partner

execute the Sale Deeds / Agreements / Assignment Deeds and to present the same for registration before the concerned Registrar of Assurances, Sub-Registrar Offices and Additional Sub-Registrar Office to admit execution. Also to sign all forms, petitions, Affidavits and other documents necessary for completion of the registration of the Sale Deeds, etc.

3.To appear and act and give evidence in all the Courts, Civil, Revenue or Criminal whether Original or Appellate, Consumer Courts, Consumer State and National Commissions, in the Registration Offices or any other Office of Central and State Government, or District Board or any Revenue or any Local Authority, Kolkata Municipal Corporation, in any proceedings or matters as and when necessary, in respect of the Schedule mentioned property.

4.To take /institute proceedings as and when necessary for all matters relating to the Schedule mentioned property herein. And to sign and verify Complaints, Vakalatnama, Authorization, Letters, Written Statements, Petitions or Claims and Objections, Memorandum of Appeal and Petitions, forms and Applications of all kinds and to file them

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Partner

Pallab Gupta

ULTIMATE 17 SMARTVISTA LLP
Pallab Gupta
Partner

in any such Court or Office, till a finality is reached. And also to correspond with the Electricity Board, Revenue Authorities, and any other Local Bodies, and the Reserve Bank of India, and the Income Tax Authorities Constituted under the Income Tax Act, Central, State and Local Government Bodies / Departments in respect of developer's allocation according to development agreement dated 24th day of September 2024.

5.To appoint any Advocate/s, Revenue Agent or any other Legal Practitioner or Auditor.

6.To file and receive back documents, to receive deposit and advance and to issue receipts thereof.

7.To apply to courts and Government and other offices including Central and State Authorities and Tax Authorities for copies of documents and papers.

8.To apply for the inspection of and to inspect judicial and public records in respect of the schedule mentioned property herein.

9.To accept service of any summons, notice or Writ issued by any Court or Officer against us and the same to be informed to us immediately.

ULTIMATE 17 SMARTVISTA LLP
 Partner
 Pallab Gupta

Pallab Gupta

ULTIMATE 17 SMARTVISTA LLP

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Partner

10. To submit Income Tax, as and when necessary and appear before the Authorities concerned for the said purposes, including appointment of Auditors and Advocates.

11. To apply before the Concern Municipality for sanction of building plan, water connection, drainage connection and for mutation of the schedule mentioned property and to sign all necessary documents and forms for such mutation on our behalf. And also, to sign the building plan in respect of the schedule mentioned property and to submit the same before Kolkata Municipal Corporation on our behalf.

12. To apply before the Office and B.L & L.R.O/District Magistrate/ Additional District Magistrate for mutation, conversion and or the other purposes.

12. To apply before electricity authority, for new electricity connection including allied matter in the schedule mentioned property on our behalf.

13. To defend possession, manage and maintain as well as construction including contractor and suppliers of the Schedule mentioned property.

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Pallab Gupta

Partner

Pallab Gupta

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Gupta

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14. To deposit and withdraw fees documents and moneys in any form any court or courts, and/or any other persons or authority and give valid receipts and discharges whereof.

15. For all or any of the purposes herein before stated to appear and represent us before the authorities having jurisdiction and to sign execute and submit papers and documents.

16. To obtain refund of stamp duty, court fees or repayment of stamp duty or court fees.

17. To apply before any authority for any purpose on our behalf and also to sign all necessary documents in connection with the schedule mentioned property.

18. To execute the Sale Deed / Deeds or any other deed or deeds in respect of the developer's allocation of the said property, and present the same in our names and on our behalf before the concerned Registrar Office for registering the Sale deeds. Also to admit execution in respect of any such documents before the Registrar for purposes of registration and to receive the sale price / consideration.

ULTIMATE 17 SMARTVISTA LLP
Palloob Singh
 Partner

Palloob Singh

ULTIMATE 17 SMARTVISTA LLP
Singh
 Partner

19. To do all such acts necessary to make the sale effective and to effect mutation of Government and Public records and accounts subsequent to the sale.

20. From time to time to appoint and remove at pleasure any substitute or substitutes as Attorney, in respect of all or any of the matters aforesaid, upon such terms and on such salaries or remuneration, as he shall think fit.

21. GENERALLY to act as my ATTORNEY or AGENT in relation to the matters aforesaid and on my behalf to execute and do all deeds, acts or things, Lease/Create Mortgage for his Financial Back-up in respect of the developer's allocation of the said property as fully and effectually in all respects as we, ourself would do, if personally present.

22. Not to let out, assign, mortgage, and / or charge the Owner's allocation of the said Property or any portion thereof during the tenure of this Agreement; the Developer shall mortgage the Developer's allocation for his financial back-up to construct the proposed Building on the said premises

23. We do hereby for ourselves, our heirs, executors, administrators and legal representatives, ratify and confirm whatsoever our said

ULTIMATE 17 SMARTVISTALLP

Signature

Partner

ULTIMATE 17 SMARTVISTALLP

Signature

Signature
Partner

ATTORNEY shall do or purport to do by virtue of this POWER OF ATTORNEY.

24. The said Attorney shall obtain or have power to make any construction, Development work on the said property. AND to do and/or perform all other acts, deeds and things relating to the schedule mentioned property which our said Attorney in his absolute discretion think fit and proper as we could do in all respect if we personally present.

: FIRST SCHEDULE:

(TOTAL LANDED PROPERTY)

"A"

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Pallab Gupta
 Partner

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ULTIMATE 17 SMARTVISTA LLP
Gupta
 Partner

ON THE EAST: EM Bypass 76.20 M. wide Road

ON THE WEST: RS Dag no. 422

THE PROPERTY WHICH WILL BE DEVELOPED

"A1"

ALL THAT piece and parcel of leasehold land measuring 25 cottahs be the same a little more or less alongwith 20 ft wide entrance road from E.M Bypass to the building with all easement rights and forming of part of plot of land as described under "A" above and comprised in R.S. Dag no. 421 (P), L.R. Dag no. 421, L.R. Khatian no. 845, of Mouja-Laskarhat, J.L. No. 11 being KMDA Plot no. C-7 at Sector-C and situated at and being part of the East Kolkata Area Development Project of the authority under P.S.- Kasba, within the jurisdiction of KMC Ward no. 107 in the District- South 24 Parganas, which is butted and bounded as follows:

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Partners

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Partner

"SECOND SCHEDULE"

OWNER'S ALLOCATION

OWNER'S ALLOCATION: - Owner will be allocated or provided 40% floor area of the propose new building together with common rights and facilities provided in the propose new building (B+G+17) on the plot morefully describe in the Schedule 'A' & 'A1' hereunder.

NOTE: No shifting charges will be provide/given to the owner herein.

"THIRD SCHEDULE" :: -(DEVELOPER'S ALLOCATION)

shall mean the remaining portion, of the said newly proposed B+G+17 storied building together with common rights and facilities provided in the said building, except the owner's allocation and also the absolute right on the part of the developer to enter into agreement for sale, transfer or any way dealing with the intending purchaser or parties and all common rights as per Fourth Schedule as in the joint venture development agreement dated 24th day of September 2024.

IN WITNESSES WHEREOF We, the executant put our signature on this 26th day of September 2024.

SIGNED AND DELIVERED by the

Parthab Gupta

ULTIMATE 17 SMARTVISTA LLP
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Gupta
Partner

ULTIMATE 17 SMARTVISTA LLP
Parthab Gupta
Partner

ULTIMATE 17 SMARTVISTA LLP

Pallab Gupta

Partner

Executants Above named in the
Presence of:

ULTIMATE 17 SMARTVISTA LLP

Pallab Gupta

Partner

WITNESSES:

1)

2)

SIGNED AND DELIVERED by the within named**Attorneys in the presence of:**

1.

2.

Drafted by:**ADVOCATE**

Pallab Gupta

MEMO OF CONSIDERATION

RECEIVED on and from the within named "Developer" by the within named
developer the within mentioned sum of Rs.