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GOVERNMENT OF WEST BENGAL

OFFICE OF THE NOTARY PUBLIC

GIRJA PARA, HALDI FACTORY ROAD RANIGANJ - 713347 (PASCHIM BARDHAMAN)



PROFESSIONAL ADDRESS

ASANSOL COURT
&
GIRJA PARA
HALDI FACTORY ROAD
RANIGANJ - 713347
(PASCHIM BARDHAMAN)

SI. No.: 49/23

1 8 JUL 2023

Notarial Certificate

(Pursuant to section 8 to the Notaries Act 1952)

TO ALL TO WHOM THESE PRESENTS shall come. I, **SWARNENDU HALDAR**, duly appointed and authorised by the Government of West Bengal to practise as a "**NOTARY**" do hereby verify, authenticate, certify, attest as under the execution to the **Instrument** annexed here to collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein present before me.

According to that I do hereby certify, authenticate and attest the contains thereon, and this is to certify, authenticate and attest that the annexed instrument "A" is the original. Development rower of Herney executed by Mr. Maria David Lotus.

PRIME FACIE the annexed Instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.





SWARNENDU HALDAR NOTARY

GOVERNMENT OF WEST BENGAL ASANSOL COURT / GIRJA PARA HALDI FACTORY ROAD RANIGANJ - 713347 (PASCHIM BARDHAMAN)



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INSTRUMENT 'A'

BEFORE THE NOTARY PUBLIC AT ASANSOL

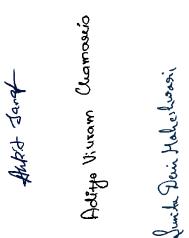
DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT POWER OF ATTORNEY is made and executed on THIS THE 14TH DAY OF JULY 2023 (TWO THOUSAND AND TWENTY THREE).

Contd.... P / 2



1 8 JUL 2023

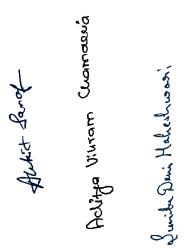


TO ALL TO WHOM THESE PRESENTS SHALL COME WE (1) MR. ANKIT SARAF, son of Late Ashok Kumar Saraf, by faith Hindu, Indian Citizen, by occupation Business, resident of N. S. B. Road, Raniganj, P.O. & P.S. Raniganj, Pin- 713347, Dist. Paschim Bardhaman (W.B.) (2) MR. ADITYA VIKRAM CHAMARIA, son of Sri Laduram Chamaria, by faith Hindu, Indian Citizen, by occupation Business, resident of P.O. & P.S. Raniganj, Pin-713347, Dist. Paschim Bardhaman (W.B.) and (3) Smt. Sunita Devi Maheshwari, wife of Sri Raj Kumar Maheshwari, by faith Hindu, Indian Citizen, by occupation Business, resident of P.O. & P.S. Raniganj, Pin- 713347, Dist. Paschim Bardhaman (W.B.), (hereinafter jointly and severally referred to as "the PRINCIPAL") SEND GREETINGS:

WHEREAS the Principal is seized and possessed of being ALL THAT the piece and parcel of land measuring more or less 27.225 decimal under L.R. Plot No. 4739 & L. R. Plot No. 4731, within Mouza Searsole, J.L. No.17, Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, P.O. & P.S. Raniganj hereinafter referred to as "THE SCHEDULE PROPERTY".

AND WHEREAS by a Development Agreement dated 12th July 2023, duly Notarized before the Notary Public at Asansol, being No. 105 for 2023 (hereinafter referred to as "the Said Development Agreement") by and between the Principal herein as Owner and GOKUL CONSTRUCTIONS, a Partnership Firm Holding PAN: AAZFG1705B, having its registered office at Jagannath Building, 2nd Floor, N. S. B. Road, P.O. & P.S. – Raniganj, PIN – 713347, Dist.- Paschim Bardhaman (W.B.), represented by one of its Partners Mr. Ankit Saraf, son of Late Ashok Kumar Saraf, by faith Hindu, Indian Citizen, by occupation Business, resident of N. S. B. Road, Raniganj, P.O. & P.S. Raniganj, Pin- 713347, Dist. Paschim Bardhaman (W.B.), and hereinafter also referred to as "the Developer"), the Principal has appointed the Developer to develop the said Property into a residential and/or commercial building complex (hereinafter referred to as "the Project") and for the commercial exploitation in the Project as defined and described therein on the terms and anditions as contained therein.

whereas as so agreed under the Development Agreement, the Principal is executing this Power of Attorney in favour of the Developer, GOKUL CONSTRUCTIONS, a Spattnership Firm Holding PAN: AAZFG1705B, having its registered office at Jagannath Building, 2nd Floor, N. S. B. Road, P.O. & P.S. – Raniganj, PIN – 713347, Dist.- Paschim Bardhaman (W.B.), represented by one of its Partners Mr. Ankit Saraf, son of Late Ashok Kumar Saraf, by faith Hindu, Indian Citizen, by occupation Business, resident of N. S. B.



4.

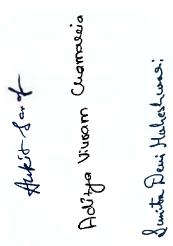
Road, Raniganj, P.O. & P.S. Raniganj, Pin- 713347, Dist. Paschim Bardhaman (W.B.), for the purposes concerning the said Property as hereinafter contained:

NOW KNOW WE BY THESE PRESENTS, we the Principal, above named do hereby nominate constitute and appoint the said GOKUL CONSTRUCTIONS represented by one of it's partner Mr. Ankit Saraf, as my true and lawful attorney to do execute exercise and perform all or any of the following acts deeds and things concerning the said Project, i.e. to say:-

- To have the soil of the said Property tested, to appoint and depute architects, engineers etc. for preparation of plan/s for construction of new building/s at the said Property.
- 2. To take all the permissions, approvals, sanctions for amalgamation of the said

 Property and to amalgamate the same in the records of the

 Municipality/Panchayat/Concerned Authority, if so required.
- 3. To appear before the competent and/or any other concerned authority for any purposes relating to the Project not specifically mentioned herein.
 - To obtain necessary permissions approvals and sanctions from the concerned authorities in connection with the sanction of plan for construction of the said Project, obtaining Lift License, permission for installation of generator, for potationing sewerage connection, water supply, electricity supply and/or for conditional and changes of the plan and for obtaining the completion and supply certificates from the Concerned Authority, any other permission from the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Building (Construction and Transfer) by Promoter Act, Pollution and Environment Control Authorities, Directorate of Electricity, Airport Authority of India and other concerned authorities.
- 5. To apply for quota and to obtain the same relating to cement, steel, bricks, other building materials etc. from any person whomsoever for the construction of new building(s) at the said Property.
- 6. To apply for and obtain all utilities and facilities in the new buildings at the said Property.

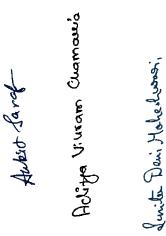


12.

- 7. To build, erect, construct residential and/or commercial building/s / Shop/s and/or Project at or upon Schedule Premises in accordance with the terms of the Development Agreement.
- **8.** For or all any of the purposes aforesaid to sign execute and execute registered deed and deliver all papers, plans, documents, etc. as my said attorney may deem fit and proper.
- 9. To represent me and to appear before any Court of Law, any or all Judicial, Legislative, Executive authority and/or authorities, Public and/or Private authority and/or authorities whomsoever in connection with the powers and authorities hereby granted.
- 10. To sue, defend, prosecute and litigate with whomsoever concerned in connection with the better management, preservation, security, control, use, occupation and enjoyment of the said property on my behalf as it could be done on personal representation.
- 11. To sign, verify, draw, draft and prepare any type of application, paper, document, letter, and statement whatsoever and to issue and use the same in connection with the better management, preservation, security, control, use, occupation and enjoyment of the said Property on my behalf as effectually as it could be done personally.
 - To appoint, engage and discharge any Pleader, Solicitor, Advocate, Wakil and/or Attorney/Attorneys in connection with the better management, preservation, security, control, use, occupation and enjoyment of the said Property on my behalf as effectually as it could be done if may be represented physically.

advertise in the newspapers for the transfer of residential flats/commercial spaces in the Project.

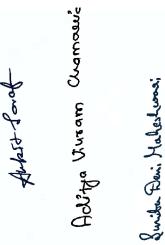
To obtain bank finance and/or banking facilities from any bank and/or financial institutions and to sign and execute any documents to create a charge and/or mortgage in respect of the constructed area in accordance with and/or under the said Development Agreement.



- 15. To negotiate with any of the prospective buyer/buyers/ lessees and/or the party and/or parties in order to sale, dispose, alienate, transfer and conveyance of the Flats/Units/Commercial Spaces/Shops/Parking spaces/other saleable areas in the said Project in accordance with and/or under the said Development Agreement in the manner as the said attorney shall think fit and proper and to receive consideration in respect thereof.
- 16. To sign execute register and deliver for in the name and on behalf of the Principal necessary sale agreements agreeing to and/or confirming transfer/assignment of undivided part or share of and in the land comprised in the said Property attributable to and as a property appurtenant to the Flats/Units/Commercial Spaces/Shops /Parking Spaces/any other saleable Areas forming part of the and /or in the said Project and to receive the consideration in respect thereof and deposit the consideration amount to my bank account as mentioned in the Development Agreement.
- To present for registration with the registering authority the sale agreement executed by the said attorney in respect of the Flats/Units/Commercial Spaces/Shops/Parking Spaces / any other saleable Areas forming part of the and/or in the said Project by virtue of the powers conferred and to admit the execution thereof before the Registrar, Sub Registrar, Registrar of Assurances or any registering authority as if I am personally present to admit the execution and registration thereof. All the receivable in respect of the Owner's share shall have be deposited to the PRINCIPAL'S account as per terms of the Development attended 12th July 2023, duly Notarized before the Notary Public at Assarsol, being No. 105 for the year 2023.

To sign execute register and deliver for in the name and on behalf of the Principal necessary agreement(s), deed(s) of sale, assignment, sub-lease, mortgage or otherwise transfer to confirm transfer/assignment of undivided share of and in the land comprised in the said Property attributable to and as a property appurtenant to the Flats/Units/ Commercial Spaces/Shops/Parking Spaces/any other saleable Areas in the said Project and to present for registration with the registering authority the deed(s) of sale, assignment, sub-lease, mortgage or otherwise transfer executed by the said attorney in respect of the Constructed Space/Saleable Space in the said Project and to admit the execution thereof before the Registrar, Sub Registrar, Registrar of Assurances or any registering authority.

1 8 JUL 2023



- 19. To sign transfer forms, documents and writing for mutating the property in the names of the Principal in the records of the Municipality, or other public authorities and to do all other acts in connection therewith.
- 20. To appoint such persons as its authorised representative by way of appropriate resolution taken by the meeting of the Partners (Board Resolution) of the Firm Gokul Constructions for exercising all powers and authorities under the Development Agreement and for the due performance of the powers and authorities hereby granted.
- **21.** That there is no monetary transaction between Principal and Attorney regarding this Development Power of Attorney.
- 22. That by virtue of the Development Power of Attorney no right, title or interest has been created in favour of attorney.

That this Power of Attorney is revocable at anytime.

AND GENERALLY to do all acts deeds and things concerning the powers and authorities hereby granted in respect of the developer's share in the building to be built on my aforesaid premises, which we ourselves could have done lawfully if personally present.

AND we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever my said Attorney shall lawfully do or cause to be done concerning the power and authority herein intended.



1 8 JUL 2023

THE SCHEDULE ABOVE REFERRED TO

ALL THAT Land within the District of Paschim Bardhaman, Mouza Searsole, J. L. No.17, Sub-Division Asansol Sadar, P.S. Raniganj measuring 11880 Sq. Ft. or 16 Katha 08 Chhatak or 27.225 Decimal or 0.27225 Acre (be the same little more or less) of Residential Land with Right to Use 24 Ft wide Kuchha Proposed Road,

- a) Land measuring more or less 3510 Sq. Ft. under R. S. Plot No. 5140 corresponding to L. R. Plot No. 4731, and
- b) Land measuring more or less 8370 Sq. Ft. under R. S. Plot No. 5142/6065 corresponding to L. R. Plot No. 4739

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed his hand and seal ON THIS THE 14TH DAY OF JULY 2023.

WITNESS:

1.

Autor Parot
Aditya Vivram Chamaera
Smite Deni Hakerhwori

SIGNED SEALED AND DELIVERED

by the PRINCIPAL

Aukio Sarat

and prepared by me

As per instructions of the Principals &

Typed and printed in my office

SHOUVIK DEY

ADVOCATE

W.B./1029/2009

SIGNED SEALED AND ACCEPTED by

the ATTORNEY

Certified Authenticated & Attested this original instrument 'A' being Executed, admitted identified by the respected signal ries before me

> Swarfiendu Haldar Notary, Regd. No.-03/16 Govt, of W. B., Asansol Court

18 JUL 2023

Name & Address of the Parties :-	अत्यमेव जयते
	BEFORE THE NOTARY PUBLIC ASANSOL
	INSTRUMENT "A" With
	Notarial Certificate
	SI. No. 73/23 Date Date
	सत्यमेव जयते NOTARY Regd. No 09 / 16 ASANSOL West Bengal
* *	Servendu HR.
	INSTRUMENT, 'A' DENLLOP Must Lower of Attorney,
	FROM THE DESK OF:- SWARNENDU HALDAR
Prepared / Identified by	(ADVOCATE) "NOTARY", GOVERNMENT OF WEST BENGAL REGD. NO 09 / 16
Prepared / Identified by :-	PROFESSIONAL ADDRESSES :-
	ASANSOL COURT & GIRJA PARA, RANIGANJ (PASCHIM BARDHAMAN) Whatsapp: 9832171638 Mobile No.: 6294259487
	e-mail: swarnendu.haldar@gmail.com