

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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*Shreey Coog*  
*Neehu Jeyal*  
*Amad m...*

This GENERAL POWER OF ATTORNEY IS MADE ON THIS  
09<sup>TH</sup> DAY OF JULY 2019 AT SILIGURI

Shelly Garg  
Neelu Goyal  
Pranod Kumar Sinhal

**BE KNOWN TO ALL BY THESE PRESENTS THAT We,**

1. **1.SMT. SHELLY AGARWAL** alias Smt. Shelly Garg(**I T PAN: AHRPA4412E**) wife of Krishna Garg, **2. SMT. NEELU GOYAL(I T PAN: (I.T.PAN: ALKPG7767P)** wife of Sri Pawan Kumar Goyal, **and 3.SRI PRAMOD KUMAR SINHAL,(I T PAN: AJCPS8358N)** son of Late Ram Kumar Sinhal all Hindu by religion, all business by occupation, all Indian by Nationality, No.1 residing at Green Valley, Upper Bhanunagar, P.S. Bhaktinagar, Siliguri, Dist. Darjeeling in the state of West Bengal, No.2 residing at M.R.Road, P.O. & P.S. Siliguri Dist. Darjeeling in the state of West Bengal No.3 residing at West Ashrampara, P.O. & P.S. Siliguri, Dist. Darjeeling in the state of West Bengal, hereinafter collectively called the **"EXECUTANT/PRINCIPAL"** (which expression shall mean and include unless excluded by or repugnant to the context his/her/their, successors, legal representatives, executors, administrators and assigns)

**WHEREAS**

1. The Executant/Principal parties are the absolute Joint owner in possession of **ALL THAT PIECE AND PARCEL** of land measuring 18(Eighteen) Katha 8 (Eight) Chattacks in RS Plot No. 475(Four Seven Five), Corresponding LR Plot Nos. 83 & 86,appertaining to RS Khatian No.387/1(Three Eight Seven by One) Corresponding LR Khatian Nos. 302, 303 & 304, Sheet No.11(One One), J.L. No.2(Two), Mouza- Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, Block, ADSRO & BLLRO- Rajganj, under Dabgram-II Gram Panchayet, District- Jalpaiguri , in the state of West Bengal. The plot of land is more fully described in Schedule written hereunder and referred to as Scheduled land hereinafter.

Shreey Gang

Neechi Noyel

Shreey Gang

2. The Executant/Principal hereof have entered in to a Registered Joint Development Agreement hereinafter referred to as **JDA**) with one **GOLDEN CONSTRUCTIONS (PAN : AAUFG1126F)**, a partnership firm, having its Office/Principal place of business at Kapil Centre, 1<sup>st</sup> Floor, Sevoke Road P.O. Sevoke Road, Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri in the State of West Bengal, (hereinafter referred to as **Developer**). The said JDA is registered in the office of ADSR, Bhaktinagar vide Book No. \_\_, Volume No. \_\_ Page Nos. \_\_ to \_\_ being document No. \_\_ for the year 2019.

3. Vide the said JDA, it has been agreed that in consideration of grant of development right, the Executants/Principal hereof shall get/receive certain residential flats(Units) and Parking Spaces being 40%(Forty percent) of total saleable area and the Developer shall get/receive the balance residential flats(Units) and Parking Spaces and other spaces being 60%(Sixty percent) of total saleable area (hereinafter referred to as Developer's Allocation) in the proposed building to be constructed on the scheduled land.

4. Vide the said JDA, it has also been agreed that the Executant/Principal hereof shall grant a Power of Attorney in favour of any person nominated by the Developer above named for execution of Deed of conveyance in respect of the undivided proportionate land pertaining to Residential flats/units/parking spaces and other areas falling in Developer's allocation and admit the execution thereof and present the same before any registering authority and also for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the new building/s at the scheduled land and also for pursuing and following up the matter with the Municipality and /or any local body/Development authority and other statutory authorities and for all other matters concerning or related to the project or development

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which shall remain in force until completion and sale/transfer of the project finally.

5. In terms of above said JDA, the Developer has nominated its partner, **SRI AJAY AGARWAL**, Son of Late Gangadhar Agarwal, of C/O Shantiwarehousing Corporation, 3<sup>rd</sup> Mile, Sevoke Road, P.O. Salugara-734008, Siliguri, P.S. Bhaktinagar, District- Jalpaiguri for appointment of Attorney by the Executants/Principal hereof.

Handwritten signature: Neelajoyal

6. This General Power of Attorney hereby granted is co-existent and co-terminus with the said JDA and in view of this, neither the Executant/Principal nor the Attorney/Developer can deal with this General Power of Attorney independently.

Handwritten signature: Shreey Garg

Now, We the Executant/Principal hereof do hereby appoint, nominate, authorize and constitute said **SRI AJAY AGARWAL** as our true legal and lawful General Attorney in respect of our property. The powers hereby conferred by us upon the Attorney are of 2(Two) Types: 1. Powers to be exercised in respect of sale of Residential Flats/Units, Parking spaces & other spaces falling under the Developer's Allocation and 2. General Powers to be exercised to carry out the Development/construction work on the scheduled land.

The various powers which are being conferred by this indenture upon the attorney are:-

**1. Powers to be exercised in respect of sale of undivided proportionate land pertaining to Residential Flats/Units, Parking spaces & other spaces falling under the Developer's Allocation:-**

We hereby empower our above named attorney to do the following acts, deeds and things in our name and on our behalf:-

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1. To enter into sale agreement, to receive earnest money, part payment, if any and to execute the said sale agreement and receive final consideration amount in the name of said Developer M/S Golden Construction in respect of sale of Residential flats/parking spaces/other spaces falling under the Developer's allocation
2. To execute the Sale Deed, Supplementary Rectification deed(if there be any) sign, verify, admit and present the same for registration in the office of the Appropriate Registering Authority to admit its execution, to receive the sale consideration, give statements and do all other acts deeds and things which are necessary for the same.
3. To apply and obtain the all necessary permissions through the No Objection Certificate from the concerned departments.
4. To enter into Rent Agreement in respect of the aforesaid flat or its part, to execute Rent Agreement, to receive advance, to receive security, to issue rent receipt, to deliver possession to get the tenant evicted through the process of law or by negotiation, to take back possession of the aforesaid residential flat/parking space or other spaces falling under the Developer's allocation.
5. To sign all kinds of prescribed forms/affidavit/undertaking/document on our behalf in respect of the aforesaid residential flat/parking space or other spaces.
6. To get the aforesaid residential flat/parking space or other spaces transferred and mutated in the record of the concerned

Handwritten signature: Neelajoyal

Handwritten signature: Suresh Garg

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authority in the name of the prospective buyers of the said Developer.

7. To deposit House Tax, Electricity and Water Charges or any other dues and demands to the concerned authority in respect of the aforesaid residential flat/parking space or other spaces.

8. For any of the aforesaid purposes, to do the following acts deeds and things under his own signatures:

(a) To reply to the letters and notices, to make correspondence, to make representations, to make petitions.

(b) to sign, execute submit and present forms etc.

(c) to sign, submit and execute affidavits declarations, indemnity Bonds, Surety, Bonds, undertakings, No objection etc.

(d) To produce documents and to give statements.

9. To execute, sign and present all kinds of suits, plaints complaints, Appeals, Revision, Statement, Applications, in connection with the aforesaid residential flat/parking space or other spaces and their management and to proceed with the conduct of all court proceedings and appoint an advocate for the purpose.

10. To appoint anyone else as further General Attorney with such power as are considered necessary by him for aforesaid residential flat/parking space or other spaces and to delegate all these powers on the said attorney.

Handwritten signature: Neelam Jayal

Handwritten signature: Shweta Gang

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11. We admit that this General Power of Attorney shall remain irrevocable under all circumstances. This General Power of Attorney hereby granted is co-existent and co-terminus with the said JDA and in view of this, neither the Executant/Principal nor the Attorney/Developer can deal with this General Power of Attorney independently.

Handwritten signature: Neelam Noyyal

**2. General Powers to be exercised to carry out the Development/construction work on the scheduled land.**

1. To sign affidavits, and Vakalatnamas and appear in the Court(s) whether Civil, Criminal or other court(s) and complete the proceedings in our name and on our behalf (Jointly and severally).

Handwritten signature: Sherry Garg

2. To appear before the authorities of Revenue office, village Panchayat office, SJDA, BLLRO, SDLLRO, DLLRO, Panchayat Samity or any other office pertaining to state or central Government or any other office to represent in all respect and to sign all such papers on our behalf as our law full Agent/attorney

3. To get the plan, elevations, designs, drawings and specifications prepared and approved from appropriate authority if required and to sign all papers/documents and to represent us with respect to the above in getting the plan sanctioned.

4. To make, sign and verify all applications or objections to appropriate authorities for all and any license, permission or consent, etc., required by law in connection with the management, development of our Scheduled property.

5. To institute, defend and prosecute, enforce or resist any suit or other actions and proceedings, appeals, in any court anywhere

within or outside India in its civil, criminal, revenue, revision or before any tribunal or arbitration or industrial court, income-tax and sales-tax authorities, to act and plead, to sign and verify complaints, written statements, petitions and other pleadings, including pleadings under Article 226 of the Constitution of India, and also to present any Memorandum of Appeal, to accept service of summons, notice and other legal processes.

Amended

6. To appoint, engage on our behalf pleaders, advocates or solicitors whenever our said attorney shall think proper to do so and to discharge and/or terminate his or their appointment

7. To receive delivery of notices addressed to us issued by court or any department in respect to the said property

8. And generally to do, perform or execute or cause to be done, performed or executed all such further and other acts, deeds and things as and when required or deemed expedient or advised to be done for satisfactorily carrying into effect the powers and authority/ies hereby conferred.

Neetu Mehta

9. To make payment of taxes, rates, cesses, assessments, and all dues and on our behalf, in respect of the above said property.

10. To safe guard the scheduled property from the encroachments of any third parties, whom so ever on behalf of the Principal/Executant.

Shelly Gang

11. We Undertake to ratify and confirm whenever required, all acts and deeds done by the said Attorney in exercise of powers contained herein. The powers given under this Irrevocable Power of Attorney(IGPA) with Sale Power are irrevocable and shall not be revoked by us under any circumstances and for any reason.



12. We, the above named Principal/Executant do hereby agree and declare that all acts, deeds and things done, executed or performed by the said General Power of Attorney shall be valid and binding on us to all intents and purposes as if done by us (jointly and severally) personally,

13. This General Power of Attorney hereby granted is co-existent and co-terminus with the said JDA and in view of this, neither the Executant/Principal nor the Attorney/Developer can deal with this General Power of Attorney independently.

**THE SCHEDULES ABOVE REFERRED TO**

**DESCRIPTION OF THE LAND BELONGING TO  
EXECUTANTS/OWNERS HEREOF**

**ALL THAT PIECE AND PARCEL** of vacant land measuring 18(Eighteen) Katha 8 (Eight) Chattacks in RS Plot No. 475(Four Seven Five), Corresponding LR Plot Nos. 83 & 86, appertaining to RS Khatian No.387/1(Three Eight Seven by One) Corresponding LR Khatian Nos. 302, 303 & 304, Sheet No.11(One One), J.L. No.2(Two), Mouza- Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, Block, ADSRO & BLLRO- Rajganj, under Dabgram-II Gram Panchayet, District- Jalpaiguri

The Plot of Land is bound and butted as follows:-

- By North: 20 Feet wide Kutcha Road
- By South: House of Tapas Das & Another
- By East: 8 Feet wide Kutcha Road.
- By West: Land & House of Manjari Paul

*Handwritten signature*

*Handwritten signature: Neelam Nayal*

*Handwritten signature: Shelly Gang*

**IN WITNESS WHEREOF** We the abovenamed principal have set and subscribed our hands on this Power of Attorney on the day, month and year first above written.

WITNESSES:

1. T. K. Das  
Tripurari Kumar Das,  
\_S/O Rajendra Lal Das  
Ujanu Shib Nagar.  
P.O. & P.S. Pradhan Nagar-734003.  
Siliguri. Dist. Darjeeling.

2. Paban Kumar Sharma  
Paban Kumar Sharma  
S/O Niranjana Sharma  
Milapally, P.O. Siliguri  
Dist. Darjeeling.

1. ✓ Shrey Gang

2. ✓ Neel Goyal

3. Prasad Kumar

PRINCIPAL/EXECUTANT

Accepted By Me:-

Bhawra Singh

ATTORNEY

Drafted, read over,  
explained by me and typed  
in my Office

Himadri Mohanta

Enrol No. F/1048/1105/17

HIMADRI MOHANTA.  
ADVOCATE