



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

K 484120

### GENERAL POWER OF ATTORNEY

This Deed of Power of Attorney is executed at Kharar on this 9<sup>th</sup> day of November, 2020 (09/11/2020)

by

M/s VISION INDIA COLONIZERS PRIVATE LIMITED (PAN No. AADCV0406H), a private Limited company having its registered office at Shop No. 1, Shiva Enclave, Kharar, Mohali, Punjab, 140301 duly represented by its Managing Director **Sh. Suresh Goyal** son of Sh. Tek Chand r/o House No. 550, Sector 16, Panchkula, Haryana, 134113. Copy of Letter of Authorisation is attached hereto as **Annexure A**. Hereinafter called '**Owners/First Party**' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, legal representatives, executors and administrators) of the ONE PART. (Herein after referred to as '**Owner/Executant**') , the party of the first part which expression shall unless repugnant to the context or meaning thereof be deemed to include its members and their respective heirs, their transferees, its committee, successors, liquidators, executors, administrators, permitted assignees and nominees

in favour of

M/s EAST AVENUE INFRACON PRIVATE LIMITED (PAN No. AACCE9376L), a private Limited company having its registered office at Office No. 1-2, Nirwana Greens-2, Nirwana Square, Kharar, Punjab, 140603 duly registered with the Registrar of Companies under the provisions of Companies Act, 2013 through its Director **Sh. Sumit Goyal** son of Sh. Suresh Goyal as authorized vide resolution passed by the Board

Vision India Colonizers Pvt. Ltd.

Managing Director

For East Avenue Infracon Pvt. Ltd.

Director



# Deed Endorsement

Token No:- 20200000243199

Deed Type :- General Power of Attorney, Value :- Rs.0/-, Consideration Amount :- Rs.0/-  
Stamp Duty :- Rs. 2000, Registration Fee :- Rs. 400, PLRS - Facilitation charges :- Rs. 2000, Pasting fee(Punjabi) :- Rs. 2000

Sh./Smt. VISION INDIA COLONIZERS PVT LTD s/o/d/o/w/o VISION INDIA COLONIZERS PVT LTD has presented the document for registration in this office today dated :- 09-Nov-2020 Day :- Monday Time :- 03:36:58 pm

Signature of Seller/Presenter

Signature of Sub Registrar/Joint Sub Registrar

VISION INDIA COLONIZERS PVT LTD (Individual)

The contents of the document were read out to Sh/Smt VISION INDIA COLONIZERS PVT LTD s/o/d/o/w/o VISION INDIA COLONIZERS PVT LTD, who having heard, admitted the same to be correct. An amount of Rs. - on account of General Power of Attorney has been received in front of me and the balance amount has already been received through Cash/Cheque/Demand Draft/RTGS. Both the parties have been identified by 1. GURINDER PAL SINGH (Identifier) 2. KESAR SINGH . (Witness). I know the first witness, who knows the 2nd witness and/or the executant has put in his/her self identification by below mentioned documents. .

Party Name	Document Type	Document Number	Income Tax PAN CARD
VISION INDIA COLONIZERS PVT LTD			

Hence the document be registered

Date:- 09-Nov-2020

Signature of Sub Registrar/Joint Sub Registrar

Witness

1. Besun 2.

(First Party)

(Second Party)

EAST AVENUE INFRACON PVT LTD (Individual)

Above signature & thumb Impression are affixed in my presence.

Date:- 09-Nov-2020

Document No :- 2020-21/15/4/406

Volume No :-

The Registered document has been pasted

Signature of Sub Registrar/ Joint Sub Registrar

Book No :- 4

Page No :-

( Gurmander Singh )

Signature of Sub Registrar/ Joint Sub Registrar

SRO - Kharar



406/4



Government of Punjab  
e-Registration Fee Receipt

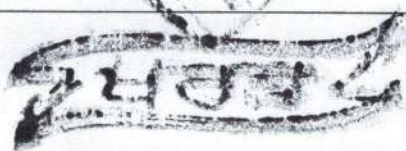
Receipt No PB1396963145657  
Issue Date 09-NOV-2020 13:59  
ACC Reference SHCIL/PB-SHCIL/PB-NOD  
Purchased By EAST AVENUE INFRACON PVT LTD  
Registration Fees Paid By EAST AVENUE INFRACON PVT LTD  
Property Description GPA  
Purpose 48 - Power Of Attorney

Particulars	Amount (Rs.)
Registration Fees	₹ 400
Mutation Fees	₹ 0
Pasting Fees	₹ 200
PLRS Facilitation Charges	₹ 2000
Infrastructure Development Fees	₹ 0
Service Charges	₹ 20

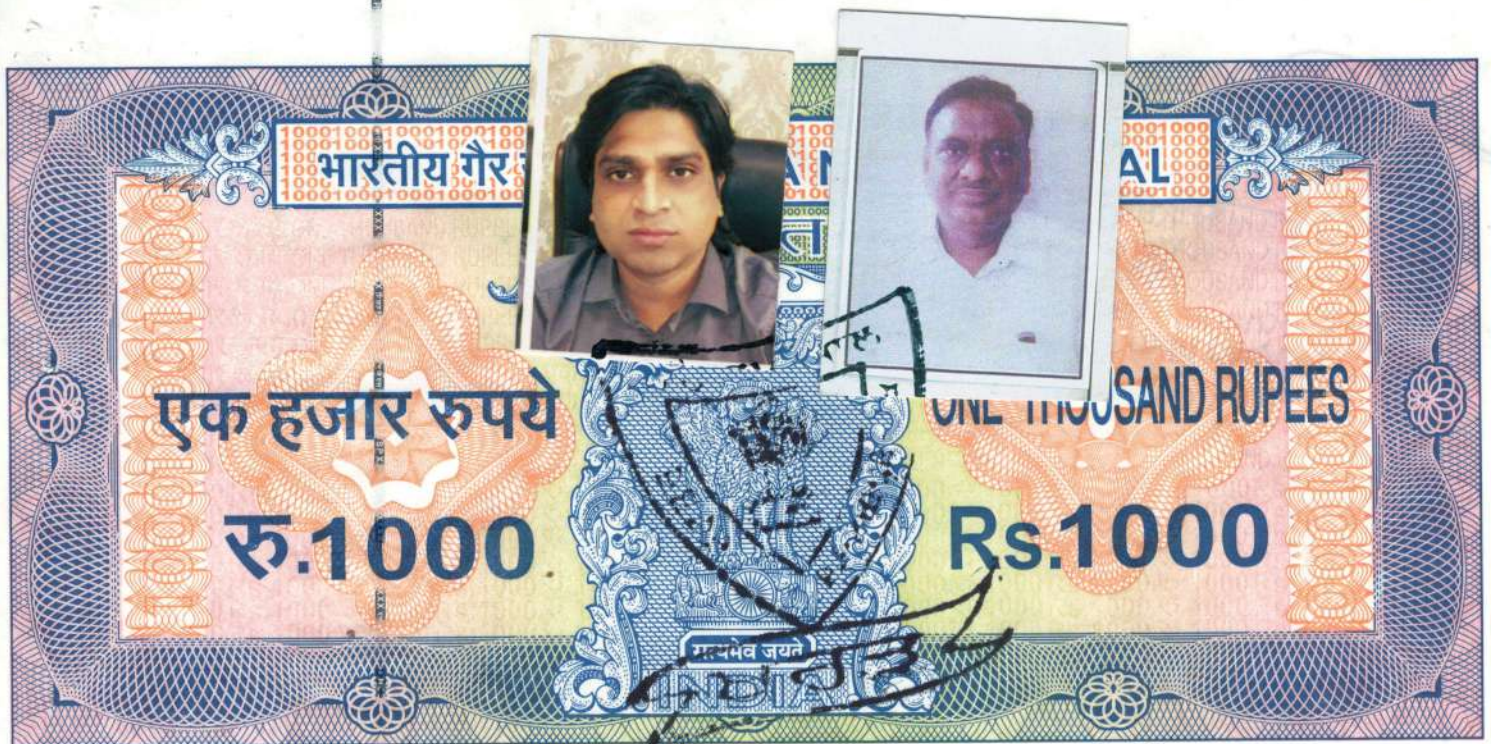
Total Amount ₹ 2620

( Rupees Two Thousand Six Hundred Twenty Only )

Statutory Alert : This is a receipt of fees collected and should not be treated as receipt of Registration.  
The authenticity of e-Registration Fee Receipt can be verified at website i.e.  
<https://www.shcilestamp.com/Registration/>







ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

K 484121

of Directors in the Meeting held on 06/11/2020 Copy of the resolution is attached hereto as **Annexure B** Hereinafter called '**Second Party/Attorney**' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, legal representatives, executors and administrators) of the OTHER PART.

**Whereas**, the first party jointly and severally represented and warranted to the Second Party that they are vested with the said land under the project total measuring 1 standard acre (4840 sq yards) absolutely without there being any encumbrance thereupon in any manner and the second party is intending to develop a certain portion in the said project thereupon. ("**the inventory**").

**And Whereas**, the land of the said project falls under Khewat/Khatoni no. 474/500 Khasra Nos 1354/406 (0-5), 1355/406(4-11), Parts 2 total measuring 4 Bigha 16 Biswa (1 Acre) situated at Village Khanpur, Hadbast No.183, Tehsil Kharar, District Mohali (Punjab) India ("**the land under project**").

**AND WHEREAS** in pursuance of the Joint Development Agreement dated **09/11/2020** (hereinafter jointly referred as "**JDA**"), the clauses and contents of the same shall be read as part and parcel of the present GPA, the executant has made available/facilitated the said units to the Attorney and in pursuance thereof the Attorney has agreed to develop, construct, market and sell commercial shops and residential flats under group housing project "**NIRWANA HEIGHTS**".

**AND WHEREAS**, the executants in furtherance of the said JDA and after having received the initial adjustable consideration amount for granting development, construction, marketing and sale rights in the said units are desirous to appoint the

Vision India Colonizers Pvt. Ltd.

Managing Director

For East Avenue Infracon Pvt. Ltd.

Director



aforesaid Attorney to deal with the said project and to do various acts, deeds and things written hereunder:

**NOW, THEREFORE, KNOW ALL MEN AND THESE PRESENTS WITNESSTH THAT** we, the executants above named, do hereby constitutes, nominates and appoints **M/s EAST AVENUE INFRACON PRIVATE LIMITED ("the attorney")** duly represented by its Directors **Sh. Sumit Goyal** son Sh. Suresh Goyal and **Sh. Suresh Goyal** son of

Sh. Tek Chand authorized vide resolution passed by the Board of Directors in the Meeting held on 06/11/2020 to do the following acts, deeds, matters and things in respect of the said project being developed on the said units in our name and on our behalf :

1. To sell, lease, book, transfer or assign the commercial shops and residential flats under group housing project **"NIRWANA HEIGHTS"** (**"the units"**) being constructed and for that purpose to sign/execute registration form, application form, issue allotment and booking letters, execute agreement to lease, lease deed, agreement for sale, and any other documents as may be required in this regard, to receive advance sale consideration/bayana, booking amount, full and final sale price, earnest money etc. from/with prospective buyers, allottee etc. and to present the same for registration before the concerned registering authority and to admit execution thereof. In the absence of signatures of attorney on the sale deed or of any other person so specifically authorised by the attorney in writing, the sale deed would not be considered to have been executed on our behalf. Further, the attorney shall be fully authorised to execute and sign all and every such documents as may be required to be signed by any financier or the bank for the purpose of raising loan for the construction of the said units.
2. To commence, carryout and complete and/or cause to complete the construction activity on the said units as per the approved building plan, as per their own free will and choice including any amendments thereof.
3. To look after, manage and deal with the said units in any manner as the attorney may deem fit as per the guidelines and directions of statutory body /authority or law in force and the same shall have an automatic approval / sanction from our side.
4. This Power of Attorney is irrevocable since the parties are ad-idem regarding the terms of the said **"JDA"** and in pursuance thereof this GPA is executed which shall not be cancelled under any circumstances without written consent of both the parties. And the attorney shall have the power to execute and register a further special attorney in favour of anyone else assigning all and any of its rights being granted hereunder the present attorney to him/her/them.
5. To appear before the Collector of Stamps, PUDA/GMADA/Municipal Authorities/ Environmental authorities/ Pollution Control Board/ Electricity Boards/Department of Wildlife, Forests etc. for stamp duty and/or any other purposes and the Sub Registrar of Assurances for presentation of various

Vision India Colonizers Pvt. Ltd.



Managing Director

For East Avenue Infracon Pvt. Ltd.



Director



- Agreements, Sale Deeds, Deeds & documents for registration, to admit execution thereof and to do all matters incidental to getting the said deeds etc., duly registered.
6. To issue allotment letters and execute and sign all and every kind of Agreement for Sale and any addendum thereto of the said units or any part thereof and further to commit all terms & conditions in respect of the proposed inventory being constructed on the said units and be accountable thereof. Also our attorney shall be fully entitled to issue permission to mortgage and entering into any kind of tripartite agreement in respect of the units being developed and/or flats being constructed on the said units with any bank or financial institution on case to case basis and lien of the bank shall be treated as paramount charge on the respective units mortgaged with them and we shall acknowledge and honour the said lien of any bank or financial institution in totality as if the same has been granted / marked by us and shall adhere to the terms and conditions, if any, of the afore stated tripartite agreement as well.
  7. To accept the payments from the allottees of the said entire inventory being constructed and/or from the banks / financial institutions from which the allottees of the said units might be obtaining loan and shall also be entitled to apply for and obtain completion certificate in respect of the said units with the concerned Municipal authorities or PUDA or GMADA or any other authority having the force of law at such time in this respect and to grant possession of the units to the respective allottees upon its completion.
  8. To receive the sale consideration in its own name but in designated account.
  9. To commence, prosecute, institute, defend, oppose, appear or represent in all actions and other legal proceedings in respect of the said units including the appeals, revisions whether civil or criminal, original or appellate before any court, tribunal, quasi judicial authority or before any kind of arbitration proceedings including before all and every kind of taxation authorities etc. for any / all issue related to the said units. Meaning thereby, the attorney shall be full authorised to institute / initiate any legal proceedings against the allottees of the units and also to defend any such case as might be instituted against it in respect of the said units.
  10. To execute all documents including but not limited to all Agreements, Deeds, Instrumental Deed of Modification, Rectification, Gifts etc. with regards to the units developed, to present the same for registration before the concerned register authorities and admit execution thereof.
  11. To sign all and every documents as may be required by the bank for sanctioning and disbursing the construction finance loan on the said units as per the terms of the said JDA and mortgage the property with the said bank but alongwith separate collateral security which shall be arranged by the Developer / attorney holder out of its own sources.

Vision India Colonizers Pvt. Ltd.

Managing Director

For East Avenue Infracon Pvt. Ltd.

Director



12. To apply for and obtain fresh building and/or layout plan or revised or renewal of the building/layout plan pertaining to the project duly applied for and obtain the same from competent authorities i.e. GMADA/PUDA, Municipal Authorities, Urban Development Department, Town and Country planning department etc. in the name of the project herein on our behalf
13. To authorise any individual through valid board resolution to act on behalf of attorney and confer upon the said appointed attorney all or any of the powers as conferred herein by us in respect of the said units including for executing various allotment letters, Buyers' agreement in favour of prospective purchasers of the said units.
14. To appear before any Land Acquisition officer or similar authorities and defend, prosecute their cause in respect of the said units in their own name as the same may be sufficed and also to pay and / or receive all and kind of compensation in respect of the said units in case of any acquisition or the said units or any part thereof in their own name as the case may be, as per their own choice and utilise the same for their own benefit.

And in general, to do all other Acts, Deeds, matters and things whatsoever in or about said units and its affairs herein either particularly or generally described for the basic intent and purpose that the attorney can deal with the said units in any manner it like with full powers being vested in them granted by "JDA".

AND WE HEREBY agree that the acts done by our attorney in respect of above powers conferred on him and it would be deemed to have been done by us. However, It is hereby clarified that any / all act out of scope of this Power of Attorney/JDA, or against the law shall not be deemed to done by us. All stamp duty, registration charges and legal charges for registration of this present GPA will be sole responsibility of Attorney and shall be payable by the Attorney only. If Attorney fails to pay stamp duty and get this GPA, registered, any charges/penalty/damages/levy/interest in this regard will be sole responsibility of Attorney only. English version of this GPA and JDA shall supersede the Punjabi version. All the previous POA given to the present attorney in any respect shall be treated as cancelled with the immediate effect with the execution of this present GPA.

Vision India Colonizers Pvt. Ltd.

Deponent

Managing Director

For East Avenue Infracore Pvt. Ltd.

Acceptant  
Director

**WITNESSES:**

1.

ਗੁਰਿੰਦਰਪਾਲ ਸਿੰਘ  
ਸਰਬਰਾਹ ਨੰਬਰਦਾਰ  
ਖਾਨਪੁਰ

2.

ਬਾਇ  
ਬਾਇ ਸਿੰਘ (ਪੁਰਮਾ)  
ਮਾਝਾਕਰ  
ਚੰਦਰ ਕੌਰ

Drafted by

Baljit Kaur Gill  
Advocate (Kharar)