

405/4



**Government of Punjab
e-Registration Fee Receipt**

Receipt No	PB1389573144662
Issue Date	09-NOV-2020 13:57
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	₹ 0
Infrastructure Development Fees	₹ 2000
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/> .



405/4



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

K 484123

GENERAL POWER OF ATTORNEY

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

by

M/s VISION INDIA REALTORS PRIVATE LIMITED (PAN No. AADCV7000M), a private Limited company having its registered office at Shop No. 1, Shiva Enclave, Kharar, Mohali, Punjab, 140301 duly represented by its 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 of Directors in the Meeting held on 06/11/2020 Copy of the resolution is attached hereto

For Vision India Realtors Pvt. Ltd.

(Director)

For East Avenue Infracon Pvt. Ltd.

Director



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

K 484122

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 2 standard acres 9680 sq yards (9Bigha 12Biswa) (out of which 49 flats having 1102.50 sq yards hypothecated with Municipal Committee Kharar Distt. Mohali, Punjab. Flat nos are (1004,1005,1006,1007,1008,1009,1010,1013,1014,1102,1103,1104,1105,1106,1107,1108,1109,1110,1111,1114,1203,1204,1205,1206,1302,1303,1304,1305,1306,1307,1308,1309,1310,1311,1314,1402,1403,1404,1407,1408,1409,1410,1413,1414,1502,1503,1504,1505,1506) and 9 flats having 247.50 sq yards with Regional Deputy Director Cum Competent Authority, LG, Patiala, Flat nos. which are hypothecated with Regional Deputy Director Cum competent Authority, Patiala Punjab are (1001,1002,1003,1101,1201,1202,1011,1301,1405), Balance land area (9680- 1350) = 8330 sq yards(8 Bhiga 5 Biswa) absolutely without 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 407(4-16), 408(4-16), Parts 2 total measuring 9 Bigha 12 Biswa (2 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

For Vision India Realtors Pvt. Ltd.


(Director)

For East Avenue Infracon Pvt. Ltd.


Director

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 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 of 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 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.
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 of 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.



Deed Endorsement

Token No :- 20200000513551

Deed Type :- General Power of Attorney, Value :- Rs.0/-, Consideration Amount :- Rs.0/-

Stamp Duty :- Rs. 2000, Registration Fee :- Rs. 400, Normal appointment fee :- Rs. 500, PLRS -

Facilitation charges :- Rs. 2000, Pasting fee(Punjabi) :- Rs. 200,

Sh./Smt **VISION INDIA REALTORS PVT LTD** s/o/d/o/w/o **VISION INDIA REALTORS PVT LTD** has presented the document for registration in this office

today dated :- 09-Nov-2020 Day :- Monday Time :- 03:43:38 pm

Signature of Seller/Presenter

Signature of Sub Registrar/Joint Sub Registrar



VISION INDIA REALTORS PVT LTD (Individual)

The contents of the document were read out to Sh/Smt **VISION INDIA REALTORS PVT LTD** s/o/d/o/w/o **VISION INDIA REALTORS 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 REALTORS PVT LTD			

Hence the document be registered

Date:- 09-Nov-2020

Witness

Signature of Sub Registrar/Joint Sub Registrar

1. 11/11/20202. [Signature]

(First Party)

(Second Party)



EAST AVENUE INFRACON PVT LTD (Individual)

Above signature & thumb impression are affixed in my presence.

Date:- 09-Nov-2020

Signature of Sub Registrar/ Joint Sub Registrar

Document No :- 2020-21/15/4105

Book No :- 4

Volume No :-

Page No :-

The Registered document has been pasted

(Gurmander Singh)

Signature of Sub Registrar/ Joint Sub Registrar

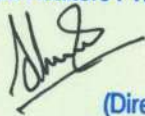
SRO - Kharar

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.

For Vision India Realtors Pvt. Ltd.

Deponent

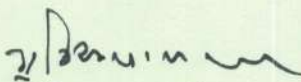

(Director)

For East Avenue Infracore Pvt. Ltd.

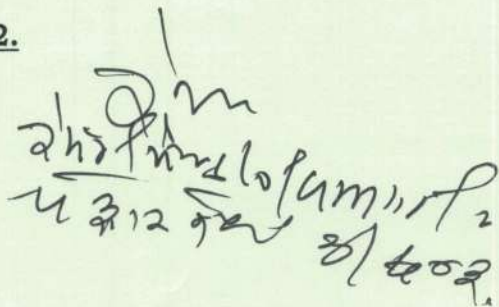
Acceptant
Director

WITNESSES:

1.


ਗੁਰਿੰਦਰਪਾਲ ਸਿੰਘ
ਸਰਬਰਾਹ ਨੰਬਰਦਾਰ
ਖਾਨਪੁਰ

2.


ਬਲਜੀ ਕੌਰ
ਪਤਨੀ
ਮਾਨਪੁਰ



Drafted By
 9-11-20
Baljot Kaur GM
Advocate (Kharar)

