

Pashupati Shah

Notary

(Appointed by Govt. of India)

Residence/Chamber

Punjabi Para,

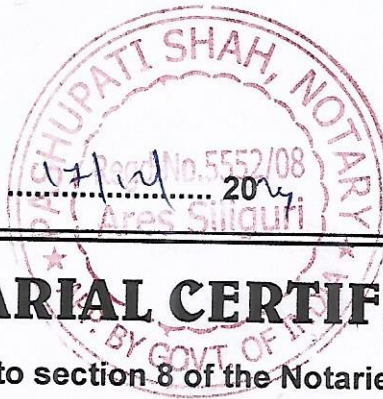
Behind Pranami Mandir,

Siliguri .734001

Mobile: 98326-29587,

96410-71507

Serial No. Dec 20 Dated 17th 2024



## NOTARIAL CERTIFICATE

(Pursuant to section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Pashupati Shah, duly authorised by the Government of India to practice as a Notary do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and as also by Sri/Smt. B. K. Thakur Advocate, as to the matters contained therein, Presented before me.

Accordingly to that this is to certify authenticate and Attest that the annexed Instrument 'A' as is the:

An Original Power of Attorney  
as enclosed herein

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required for the same.

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 17th day of December in the year 2024

solemnly Affirmed & Declared  
Before me on Identification

Pashupati Shah  
NOTARY SILIGURI

Pashupati Shah  
Notary



The executentls is/are identified by me :



B.K. Thakur  
Advocate





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AU 733481

*Subrah Khyar*  
Kabita Kharga

Prakash Khogga

GANAPATI CONSTRUCTION  
*Subrah Khyar*  
PARTNER

GANAPATI CONSTRUCTION  
*[Signature]*  
PARTNER

**DEVELOPMENT POWER OF**  
**ATTORNEY**

**AFTER REGISTRATION**  
**DEVELOPMENT AGREEMENT**



solemnly Affirmed & Declared  
Before me on Identification

*[Signature]*  
12/11/14  
Rashupati Shari  
NOTARY SILIGURI



*Juteh Kharga*

*Kabita Kharga*

*Prakash Kharga*

GANAPATI CONSTRUCTION

*Juteh Kharga*  
PARTNER

GANAPATI CONSTRUCTION

*Juteh Kharga*  
PARTNER

THIS AGREEMENT IS MADE ON THIS THE 17<sup>TH</sup> DAY OF DECEMBER, 2024.

KNOWN ALL MEN BY THESE PRESENTS WE,

- (1) **Mr. SANTOSH KHARGA**, PAN-AEUPK1869B, AADHAR- 2756 7084 0002 son of Late Shri Bhim Bahaur Kharga;
- (2) **Mrs. KABITA KHARGA**, PAN - AGHPK9572E, AADHAR- 9525 3622 9172 Wife of Santosh Kharga;
- (3) **Mr. PRAKASH KHARGA alias PROKASH KHARGA**, PAN-AFUPK5723P, AADHAR-8701 1232 2768, son of Late Shri Bhim Bahaur Kharga;

- all Hindu by faith, Business by occupation, Indian by Nationality and residing at 2<sup>nd</sup> Mile, Upper Bhanu Nagar, Sevoke Road, Siliguri (M. Corp), Dist: Darjeeling, West Bengal- 734001

~hereinafter called the "**OWNER'S / FIRST PARTY**" (which expression shall mean and include unless excluded by or repugnant to the context his/her/their legal heirs or heiresses, successors, legal representatives, administrators, executors and assigns) of the "**FIRST PART**".

**WHEREAS We, the OWNER(S)**, are the absolute owner(s) in respect **ALL THAT** piece and parcel of the land, fully and particularly mentioned in the schedule of this deed, described herein below, and are well seized and possessed of the same as absolute owner(s) by without any interruption from any corner whatsoever as free from all encumbrances, decided to develop the aforesaid and below mentioned Schedule property but due to insufficient fund and other sufficient reasons and lack of technical expertise, we, could not construct building on the said plot.

**AND WHEREAS We, the OWNER(S)** has obtained the necessary commercial plan sanction for the Said Project vide **Siliguri Municipal Corporation (Sanctioned Plan details) Building Permit No: SWS-OBPAS/0104/2024/1557** dated **30<sup>th</sup> October, 2024**. If required, this plan



Jointly Affirmed before me for Identification

*17/12/24*  
Pashupati Shar  
SILIGURI

Santosh Kharga  
Kabita Kharga  
Pranshu Kharga

GANAPATI CONSTRUCTION  
Santosh Kharga  
PARTNER

GANAPATI CONSTRUCTION  
Santosh Kharga  
PARTNER

may be modified through additions and alterations to maximize the permissible constructed area, subject to approval from the appropriate sanctioning authority ("Sanctioning Authority"). It is agreed that the Developer, in consultation with the Owner, will strive to achieve the maximum saleable area, provided it remains both marketable and sanctionable by the Sanctioning Authority.

The Developer shall bear all costs associated with obtaining such sanctions, including any sanction fees. Accordingly, any sanction fees or related expenses initially paid by the Owner shall be reimbursed by the Developer to the Owner.

**AND WHEREAS** We have entered into an development agreement **dated 21/11/2024, GANAPATI CONSTRUCTION**, (having PAN **AAZFG2176J**) a Partnership Firm governed by the Indian Partnership Act, 1932 as amended upto date, having its registered office at HOLDING NO- 7/5/2713/2/1, 2ND MILE SEVOKE ROAD, UPPER BHANU NAGAR, Siliguri, Jalpaiguri, West Bengal, 734001, represented by two of its Partners - **MR. SANTOSH KHARGA**, PAN-AEUPK1869B, AADHAR- 2756 7084 0002 son of Late Shri Bhim Bahaur Kharga and/or **SRI NITESH KHARGA**, PAN-CPHPK0669F and AADHAR- 7349 3590 5121, son of Mr. Santosh Kharga, both Hindu by faith, Business by occupation, Indian by Nationality and residing at 2<sup>nd</sup> Mile, Upper Bhanu Nagar, Sevoke Road, Siliguri (M. Corp), Dist: Jalpaiguri, West Bengal- 734001 which was duly registered **on 21/11/2024**, in the office of the A.D.S.R BHAKTINAGAR, DIST: JALPAIGURI and recorded as **Deed No.- Book I- Volume No. 0711-2024, Page- 171767 to 171808 bearing No 071107608 for year 2024**, for development of the said land by constructing multi-storied building thereon on the terms and condition and stipulations contained in the said Agreement.

Jointly Affirmed & Declared  
Before me on Identification

21/11/24  
Fashupati Shar  
NOTARY SILIGURI





*Subh Khanna*  
Kabita Khanna

*Pranish Khanna*

GANAPATI CONSTRUCTION  
*Subh Khanna*  
PARTNER

GANAPATI CONSTRUCTION  
*Pranish Khanna*  
PARTNER

**AND WHEREAS** one of the conditions contained in the said agreement is that we shall grant Development Power of Attorney in favour of the Developer(s) to carry out the Development work and also for transfer the flats/ Garage/units to the intending Purchaser/s from the Developer's Allocation as mentioned in the said Development Agreement and also for execution and registration of the other Registered Deeds and documents for completion of the Development work. We, therefore appoint the said developer(s), described in this deed above, as our true and lawful Attorney(s) for the purpose hereinafter mentioned and vesting him with the power and authorities to act and to perform as herein contained.

**TERMS AND CONDITIONS OF DEVELOPMENT POWER:**

1. To look after, manage, control, supervise and protect the said property in such manner as our said Attorney(s) shall think fit and proper.
2. To cause necessary drafting work, preparing Building plan, site plan, floor plans, Completion Plan, Amalgamation Plan, specifications of structure, construction of multi-storied building in the said property as well as revised or new plans in respect of such construction and to sign all such building plans, site plan, floor plans, Completion Plan, specifications including revised or new plans or Addition Plan, Alteration Plan and to submit the same before the concerned Municipal Authority / Siliguri Municipal corporation / Panchayat for sanction and to observe and perform all the formalities and obligations in connection of the sanction of the said building plan, site plan, floor plans, Completion Plan, specifications, Amalgamation Plan and also to sign Deed of Rectification, Deed of Declaration, Deed of Amalgamation and also with regard to specification and to receive all Plans including sanctioned Building plan,

17/11/24  
Pranish Khanna  
GANAPATI CONSTRUCTION



*Subh Khega*

*Kabita Khargya*

*Pranash Khargya*

GANAPATI CONSTRUCTION

*Subh Khega*  
PARTNER

GANAPATI CONSTRUCTION

*Subh Khega*  
PARTNER

Addition Plan, Alteration Plan, Completion Plan, Completion certificate etc., from the concerned Municipal Authority / Siliguri Municipal corporation / Panchayat upon giving proper acknowledgement and or receipts for the same.

3. To appear before and represent us at the office of the B.L. & L.R.O., S.D.L. R.O., A.D.M. (L.R.), District Collector, Revenue Inspector, Urban Land (Ceiling and Regulations) Authority, Service Tax and Income Tax Authority in respect of land and Tax matter and all other acts, statutes, laws, rules and bye-laws in any way in connection with the development of the said property.
4. To negotiate for sale or disposal of the Developer's Allocation as specified in the reference **Development Agreement** and also for development work in respect of entire Scheduled property, described fully herein below, which includes the Owners' Allocation, and Developer's Allocation, fully described in the reference **Development Agreement** and also in respect of the proportionate share in the land in the said property, on which the said multi-storied building will be constructed together with all easement and other rights and appurtenances therein with any person or persons at the choice of our said Attorney(s) and/or in respect of the said multi-storied building to be constructed in the said property at such price and on such terms and condition as our said Attorney(s) shall think fit and proper and for that purpose, to sign, execute and perfect all easement and other rights and appurtenances therein with any person or persons at the choice of our said Attorney(s) and/or in respect of the said multi-storied building to be constructed in the said property at such price and on such terms and conditions as our said Attorney(s) shall think fit and proper and for that purpose, to sign, execute and perfect all agreement,



Jointly Attested & Declared  
before me on identification

*Subh Khega*



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Kabita Khargya

*[Handwritten signature]*

GANAPATI CONSTRUCTION

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GANAPATI CONSTRUCTION  
PARTNER

GANAPATI CONSTRUCTION

*[Handwritten signature]*  
PARTNER

contracts and other writings and papers relating to the sale lease or disposal as aforesaid containing such covenants and conditions as our said Attorney(s) shall think fit and proper.

5. To receive all moneys by way of earnest money or initial payment or payments or installments or full payment of consideration money in connection with sale, lease or disposal of flats or units or part of the said multi-storied building, which belongs to the Developer's Allocation as per said Development Agreement as well as proportionate share in the land in the said property and to grant valid and effectual receipts and discharges thereof.
6. To appoint engineers, architects, surveyors, supervisors, caretaker, masons, carpenters, electricians, plumbers, mistries, collies, labourers, durwans and all other persons required for the construction supervision and all other works in connection with the said multistoried building in the said property at such wages, remuneration fees or other payments and no such terms and conditions as my/our said Attorneys shall think fit and proper and to dismiss and discharge all or any of them and to re-appoint any of them.
7. To apply to appropriate authorities for cement, iron, steel and other materials required for construction of the said multi-storied building and to purchase the same at such price and no such terms and conditions as our said Attorney(s) shall think fit and proper.
8. To apply to appropriate authorities for electric connections sanitary, connections, water supply connections, drainage and sewerage



solemnly Affirmed & Declared  
Before me on Identification

*[Handwritten signature]*  
Pashupati Shari  
NOTARY SILIGURI

*[Handwritten signature]*

Kabita Khargu

Pranab Khargu

GANAPATI CONSTRUCTION  
*[Handwritten signature]*  
PARTNER

GANAPATI CONSTRUCTION  
*[Handwritten signature]*  
PARTNER

connections, temporary or permanently for the said multistoried building in the said property .

9. To pay or cause to be paid all Municipal/ KMC/ Panchayat rates, taxes and other outgoing and impositions payable in respect of the said property during the construction of the said multistoried building.

10. In terms of the said reference **Development Agreement** and to sign and execute all conveyance, deeds or lease or any type of Deed of transfer, Deed of Tenancy, and all other documents and writings in respect of the newly constructed building or any portion thereof or the flats or units in the said multi-storied building, which relates to the Developer's Allocation as mentioned in the Development Agreement stated above as well as the proportionate share of the land in the said property, for sale, lease, mortgage, transfer or disposal of Developer's Allocation on such terms and conditions as our said Attorney(s) shall think fit and proper to admit receipts of consideration and to execute and to register the same according to the provisions of law.

11. In case of acquisition or requisitions either by State Government or Central Government of the said land in the said property as well as the multi-storied building therein or any portions thereof, to file objections and to apply for compensations and such authorities and to receive all compensation and statutory allowance and to grant proper receipts and for the said purpose, to appoint Advocates, solicitors and lawyers and to sign retainers warrants of Attorneys and Vakalatnama.

12. To make representations to Government, Military Railways public bodies and any other bodies, authorities and persons concerned relating to the



Identified & Verified  
Before me on Identification  
*[Handwritten signature]*  
Pasunapati Shar  
NOTARY SILIGURI



*Sushil Khanna*

*Kabita Khanna*

*Prakash Khanna*

GANAPATI CONSTRUCTION  
GANAPATI CONSTRUCTION  
PARTNER  
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GANAPATI CONSTRUCTION  
PARTNER

said property and/or the said multistoried building and all matters relating thereto.

13. To ask, demand sue for recover and receive all moneys, securities for money and things of whatsoever in nature and description now belonging or hereafter to belong to use whether solely or jointly with any other person or persons in connection with the Developer's Allocation in the said property, fully described in reference development agreement, and to give valid and effectual receipts and discharges for the same.

14. To commence, prosecute, defend and continue all actions suits, appeals and other legal proceeding or which may hereafter be commenced by or against us individual or joint capacity in and outside the union or India in any court of justice, civil criminal or Revenue, both appellate and original, in respect of the said property and to appear before all Magistrates and other officers for the recovery of any debt or other sum of money, right, title interest property matter or thing whatsoever now due or payable or deliverable or in anywise belonging to us in respect of the said property by any means or on any means or any account whatsoever to prosecute, defend or discontinue or become non-suited therein to settle, compromise and refer to arbitration any suits, appeal, actions or proceeding to appoint solicitors, council, advocates, pleaders or other legal agents and to sign Vakalatnama and to sign and verify plaints, written statement, petitions and other pleadings and documents to prefer appeals and to apply for reviews and revisions, to apply for execution of decrees and orders to draw money from any court, Accountant General, official receiver or other authorities and to give effectual receipts and discharge for the same and to accept service of writs of summons and other legal process and generally to do and represent me before all



Identify and use before me on Identification


*Prakash Khanna*  
Prakash Khanna  
GANAPATI CONSTRUCTION



  
Kishor Kharg

Prakash Kharg

  
GANAPATI CONSTRUCTION  
PARTNER

  
GANAPATI CONSTRUCTION  
PARTNER

courts, Magistrates, and other judicial criminal and revenue authorities in and outside the union of India.


15. To adjust, settle, compromise all disputes, accounts or any other matter regarding our property building or documents, which may arise hereafter between us and any other person, firm or company on such terms as our said Attorney(s) may think fit and proper.

16. To execute and registrar necessary Deed of Conveyance in favour of the intending purchaser or purchasers on our behalf and to present any such conveyance or conveyances for registration to admit, execute before the registering authority for and to have the said Deed of Conveyance registered in respect of the Developer's Allocation in the said property as per Development Agreement stated above and to do all acts, deeds and things which our said Attorney(s) shall consider necessary for conveying the said property or newly constructed multi-storied building and/or any part thereof on the basis of the aforesaid **Development Agreement** and other things, which my/our said Attorney(s) shall consider necessary for conveying the said Developer's Allocation in favour of the intending purchaser or purchasers, fully and effectually in all respect as we, could do the same by us personally and/or jointly.

17. Generally, to do all other acts, deeds, matters and things whatsoever in and about the said property and the affairs relating thereto as effectually as I we, myself/ourselves could do personally.

18. We do hereby ratify and confirm and agree and covenant with our said Attorney(s) shall lawfully do or execute or purport to do or execute or about the premises by virtue hereof and hereby declare that every such



  
Kashupati Shai  
ADVOCATE, SILIGURRI



*[Handwritten signature]*

Kalsita Khargra

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GANAPATI CONSTRUCTION

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GANAPATI CONSTRUCTION  
PARTNER

GANAPATI CONSTRUCTION

*[Handwritten signature]*  
PARTNER

act deed matter or things lawfully done or execute or purporting to be lawfully done or executed by our said Attorney(s).

19. We do hereby agree and confirm that my/our Attorney(s) in every respect if he/she/they wanted to do so **and vice-versa** in respect of every affair of the below mentioned scheduled property including having authority to sign solely as developer(s).

**THE SCHEDULE ABOVE REFERRED TO  
(DESCRIPTION OF THE ENTIRE PROPERTY)**

All that piece or parcel of land measuring 4 katha being R.S Plot No 256 R.S Khatian No. 455/1, 7 Katha being R.S. Plot No. 256/257 R.S Khatian No. 455/1. 7 katha 4 chatak being R.S. Plot No. 256/257 R.S Khatian No. 455/2, 1 katha 5 chatak being R.S. Plot No 256, R.S khatian no. 455/1, 5 katha 5 chatak being R.S. Plot No 256 R.S Khatian No.455/1, 5 katha being R.S Plot No. 256, R.S Khatian No. 455/1, 1 katha 5 chatak being R.S Plot No 413, R.S Khatian No. 455/1, 1 katha 8 chatak being R.S Plot No. 390/913, R.S Khatian No.453 - all of Mouza DABGRAM, J.L.No.2, R.S. Sheet No.7 and 8, L.R. Sheet No.14, Ward No.43 of S.M.C., Police Station: Bhaktinagar, District: Jalpaiguri, in the state of West Bengal.

**THE SAID LAND IS BUTTED AND BOUNDED AS FOLLOWS:**

NORTH: 32 FEET WIDE ROAD;

SOUTH: LAND OF MURLI DHAR

EAST: 17 FEET WIDE ROAD (AVENUE ROAD)

WEST: LAND OF BAJLA

Jointly Aff. rec & Declared  
Before me on Identification

17/11/24  
Pasupati Shar  
JALPAIGURI





IN WITNESSES WHEREOF the parties to this Power of Attorney put their respective hands and signatures on these the presents on the day, month & year first above written.

**WITNESSES: -**

1) Dharmabajoti Das  
Highway Plaza,  
Sevone Rd, 2½ Mile,  
SILIGURI - 734001  
at Salpaiganj.

Kabita Kharg  
Kabita Kharg

Praakash Kharg

SIGNATURE OF THE OWNERS

GANAPATI CONSTRUCTION

Kabita Kharg  
PARTNER

GANAPATI CONSTRUCTION

Praakash Kharg  
PARTNER

SIGNATURE OF THE REPRESENTATIVE

2)

Drafted on the instructions of the parties herein, read over and explained to them & printed in my office.

Bibhuti Kumar Thakur

BIBHUTI KUMAR THAKUR  
Advocate/ Siliguri



Identified & Declared  
Before me on Identification

Pashupati Shaha  
NOTARY, SILIGURI