



उत्तर प्रदेश UTAR PRADESH

EG 652045

GENERAL POWER OF ATTORNEY

This Deed of General Power of Attorney ("GPA") is executed on this 20th day of July, 2018 at NOIDA by:

Starcity Buildcon Private Limited (CIN:U70101UP2009PTC089141), a company incorporated under the Companies Act, 1956 and having its registered office at 7th Floor, Plot No. 01B, Sector-126, Noida-201303 (hereinafter referred to as "**SBPL or Executant**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its Director; Mr.Ajay Kumar, duly authorized vide its board resolution dated 6th March, 2018.

WHEREAS:

- A. The Executant is the lessee of a contiguous parcel of land bearing Plot No. GH-14, Sector-01 admeasuring 33400 square meters, and more particularly described and demarcated in the Schedule-I to this GPA (hereinafter referred to as the "**Subject Plot**"), which has been demised upon the Executant by and under a Lease Deed dated 28th July, 2014 which is registered in the office of the Sub-Registrar- Gautam Budh Nagar as Document No.24670 dated 28/07/2014;

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- B. The Executant has entered into a Development Agreement dated 20th July, 2018 (hereinafter referred to as the "Agreement") in favour of ATS Grand Realtors Private Limited (formerly known as ATS Wishtown Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 711/92, Deepali, Nehru Place, New Delhi-110019 (the "Developer"), in terms of which the Executant has granted the entire Development Rights over the Subject Plot to the Developer to develop and construct residential, commercial and recreational components on the same as provided in the Agreement (the 'Project')
- C. Further, under the terms of the Agreement, the Executants have, in consideration of the obligations undertaken by the Developer undertaken to execute, in favour of the Developer and / or its nominee, an irrevocable General Power of Attorney, for the purpose of authorizing and giving the Developer all the power and authority as may be necessary or required to enable it to do all acts, deeds, matters and things as it is entitled to under the Agreement;

NOW, THEREFORE KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH that we, the Executant above named, do hereby, irrevocably nominate, constitute and appoint ATS Grand Realtors Private Limited (formerly known as ATS Wishtown Private Limited i.e. the Developer and its directors/ employees / authorized representative (vide board resolutions) to be the true and lawfully constituted attorney of the Executant and in its name and/ or on its behalf to do, either by itself or through its substitute or substitutes appointed in pursuance of the power of substitution hereinafter contained or delegated, all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, at its sole discretion all or any of the following acts, deeds or things namely:

1. to enter upon the Subject Plot and take control and possession of the same for the purposes of carrying out the development of the Project;
2. to remain in control of and enjoyment of the Subject Plot, and be responsible for the construction and development on the Subject Plot or any part thereof until the completion of the construction and development of the Project;
3. to manage the Subject Plot and the facilities constructed upon it and to deposit all types of fees, charges, securities deposits, demand, dues and taxes with regard to the Subject Plot with any concerned authority and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc. and to compromise the same before any Court of law, quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on Subject Plot and to take appropriate steps whether by action or otherwise, in accordance with law, to abate all nuisance;

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4. to carry out the Project on the Subject Plot through or with due sanction of the appropriate governmental authority and to construct and develop the Project in accordance with the sanctioned plans and specifications.
5. To pay the premium, ground rent and all Deposits/Securities, EDC/IDC etc. to NOIDA and to all other concerned authorities, etc. for the development of the Project, if need be under the Agreement and to receive back the refundable amounts out of the said amounts from the said authorities in the name of the Developer.
6. To carry on correspondence and deeds and documents as may be necessary with the aforesaid authorities and/or for purpose in respect of development of the Project.
7. To represent and to act on behalf of the Executant, before any Government Authority, local body, public or private utilities and service providers, and to sign, follow up and make any letter, document, application, petition, representations and submissions, as the Developer may desire or deem fit from time to time, for any license, permission, approval, sanction or consent required in connection with the exercise of the rights vested in it by virtue of the Agreement including sanctions and approval and re-approval of layout plans, building plans, zoning plans, completion certificates, occupancy certificates, permission to mortgage, transfer permission, etc., as required under applicable laws, rules, regulations, orders, notifications in relation to the Project or the Subject Plot and for the purposes incidental thereto, and make payment of charges, due and receive payments, refunds and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid;
8. to carry out the full, free and uninterrupted development of the Project as per the terms of the Agreement and to do various acts, deeds, matters and things in respect of the Subject Plot or the Project including dealing with NOIDA, State Electricity Board, Town and Country Planning, Municipal Committee, Central/State Government offices and/or public or private utilities;
9. To appear before any person, officer and authority, in relation to exercising the rights of development vested in the Developer under the Agreement or in relation to the development of the Project on the Subject Plot, and for any other matter connected with and/or touching the development of the Project or the Subject Plot;
10. to apply for and obtain all such licenses, approvals, permissions, consents, sanctions etc. as may be required, including without limitation, change in land use, (in terms of license granted), intimation of approval, commencement certificate, drainage certificate, occupation certificate, building completion certificate in respect of the Project, and take all necessary and incidental steps including making applications for water connection, electricity supply,

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drainage connection, leveling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done on the Subject Plot for becoming eligible for grant of such approvals, permissions, consents, sanctions etc as may be required, for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities deeds and documents as may be required for the aforesaid purpose;

11. to make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of lay out, building plan, and/or for the purpose of constructing / building on the Subject Plot by utilizing the entire FSI / FAR available in respect of the Subject Plot as are permissible under the development rules from time to time and as has been agreed under the Agreement.
12. to promote and register the Condominium or Cooperative Society, Limited Company or Organization of such prospective purchasers, in conformity with the applicable law, rules, regulations and guidelines issued by the government departments and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent the Executants before all other concerned authorities.
13. to make applications, petitions or representations and carry on correspondence for the purpose of availing benefit of import of cement, steel or any other building material or component and for that purpose to make any affidavit and give undertakings as the said Attorney may desire or deem fit;
14. to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, RCC consultants, structural engineers, labour, workmen, personnel (skilled and unskilled) or other persons in respect of the Project and to carry out the development work in relation to the Project and to pay the wages, remuneration etc. and to revoke appointment of any of the aforesaid person(s) and to enter into any agreements appointing them or any of them and to co-ordinate and liaise with them from time to time and to give them instructions as the said Attorney may desire or deem fit from time to time;
15. to sign, declare, affirm, execute, deliver and give necessary letters, writings, undertakings, indemnities and other necessary or required documents to the municipal authorities or any other authority, fire brigade department and other concerned authorities for occupying the buildings and premises constructed as a part of the Project and/or obtaining necessary no objection certificates from the said authorities in connection with the Project;
16. to apply to the Government or any Governmental Authority or any other

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authorities, for grant or extension of the time if any prescribed in any consent, approval, permission, license, certificate etc. in respect of any matter in relation to the construction and development of the Project;

17. to exercise full, free, uninterrupted, exclusive and irrevocable marketing rights and branding rights in respect of the Project.
18. to exercise full, free and uninterrupted rights for allotment, sale / lease, license or any other manner of transfer or creation of third-party rights in the entire saleable area and units and apartments in the Project and / or on the Subject Plot, and enter into agreements with such transferees as it deems fits and on such marketing, leasing, licensing or sale, to receive the full and complete proceeds in its own name and give receipts and hand over ownership, possession, use or occupation of the entire saleable area and units and apartments in the Project along with proportionate undivided interest in the land underneath i.e. the proportionate undivided interest in the Subject Plot.
19. to execute all necessary, legal and statutory writings, agreements, deeds, documents including without limitation, letter of allotments, agreement for sale, sale deeds/conveyance deed, agreement to lease, leave & licence agreement, tenancy or any other agreement in relation to the entire saleable area and units and apartments in Project along with proportionate undivided interest in the land underneath i.e. the proportionate undivided interest in the Subject Plot.
20. to assign / transfer the rights vested in the Developer under the Agreement in favour of any third party at its sole discretion and sign and execute all documents in this regard on behalf of the Executant as may be required to be executed for such assignment / transfer / grant of the rights vested in the Developer under the Agreement in favour of the said third party / assign / transferee.
21. to raise advance, loan from any third party including any co-developer or any assignee of the Developer, bank or a financial institution, inter-alia for the purposes of development of the Project, and to mortgage the Subject Plot and all accession / construction (present or future on the same) and all receivable / revenue (present and future) in respect thereof of the Executant(s) against such advance(s) or loan (s), and to sign and execute any document, agreement, deed, undertaking, declaration etc. on behalf of the Executant(s) with any such bank or financial institution or any person and to do all such acts, deeds and things as may be necessary, incidental or ancillary for creation of any such mortgage / hypothecation / charge of any nature whatsoever including to make necessary filings with the registrar of companies and to apply on behalf of the Executant and obtain the permission to mortgage from NOIDA;
22. to issue advertisements in such mode as may be deemed fit by the Developer in accordance with the Agreement for sale of the saleable area, units and

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apartments in the Project and the Subject Plot, announcing the development of the Project and inviting prospective purchasers, lessors, licensees, to book the building/premises or any part thereof;

23. to apply before the collector or any other competent authority and obtain separate documents and registrations relating to the transfer of undivided share in the land, in favour of the prospective allottees/purchasers of the apartments/units in the Project.
24. to protect the Subject Plot in such manner as the Developer may deem fit and proper, and for that purpose to take all steps including appointment of security agencies, guards, approaching the police, home department and all authorities for maintaining law and order.
25. to negotiate and/ or to enter into agreements for the lease, transfer, conveyance of the built up areas forming part of the saleable area, units and apartments in the Project in the proposed building(s) and premises to be constructed and developed as a part of the Project, with any person for such consideration as may be determined by the Developer, and on such terms and conditions, as may be agreed by and between the Attorney and such other person.
26. to sign and execute in the name of the Executant and on behalf of the Executant, agreements for the lease, transfer or conveyance, of the saleable area, units and apartments in the Project and the proposed building(s) on the Subject Plot, with proportionate undivided share in the entire Subject Plot or any part thereof and also to sign and execute such other documents and assurances as may be necessary for effectually transferring and vesting the apartments/units sold/transferred in the proposed building(s) and premises to be constructed and developed as a part of the Project on the Subject Plot in favour of the allottees and to present any such document before the concerned Registrar or Sub-Registrar of Assurances and to do all acts, deeds, matters and things including executing and filing of declaration/deeds and applications for the due registration of such documents as may be required under the Indian Registration Act, 1908 and other laws for the time being in force;
27. To maintain the Project and do all such acts, deeds and things as may be required for maintenance of the Project, including to appoint agencies / third parties for maintenance, collecting and utilising the maintenance charges and deposits from the allottees / purchasers of the apartments;
28. to effectively exercise the powers vested hereunder, enter into, execute, sign, seal and deliver, acknowledge and perform any contract, agreement, deed, application, paper, writing, indemnity, undertaking, terms and conditions, entrustment or document or other assurances or thing as may from time to time be required by any authority in relation to the Project or any part thereof which may in the opinion of the Attorney be necessary or required to be entered into, made sign and seal, execute, deliver and perform for effectuating all or any of the purposes aforesaid and for all or any of the purpose of these

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presents. ;

29. to appear before the Registrar or Sub-Registrar of Assurances or any officer or officers for the time being appointed under the applicable law relating to the registration, to receive deeds, documents and assurances for registration and to lodge and/or admit execution of all deeds, documents and assurances executed, signed, sealed and delivered to and on behalf or in favour of the Executants in relation to the development of the Project on the Subject Plot or any part thereof and to take all effective steps under the Indian Registration Act, 1908 for the purpose of registration of any document and take steps by way of appeal, reference, review or revision under the said Act including before Inspector General of Registration under the said Act as the said Attorneys may desire or deem fit.
30. to institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning (excluding such matters and disputes between the Developer and Us), the development of the Project on the Subject Plot and to appear and act in all courts, original or appellate, and other Government and private offices and to sign, verify and present pleadings, complaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises or other necessary deeds and documents as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or their attorney and to sign mukhtarnamas, vakalatnamas and warrant of attorney, whenever the said Attorney shall think expedient and proper to do so, provided, however, the Attorney shall not cause any financial obligations on us;
31. To sign and file undertaking, as may be necessary, to the municipal corporation or such other appropriate authorities and to do such further acts, deeds and things as may be found necessary or required for the purpose of effectually carrying out the purposes and intends of this Power of Attorney;
32. To do all such acts, deeds and things and to sign, execute and present for registration before the authorities the deed of declaration and all such other documents, undertakings etc as may be required for complying with the requirements under the applicable Apartment Ownership Act and the rules therein;
33. To remain in control of and exercise full, free and uninterrupted authorisation to operate the recreational areas constructed in the Project even after completion of the entire Project, and to allow the usage of the same to the general public in the manner deemed fit and appropriate by the Developer, and to at all times maintain, manage, operate and run the recreational areas in its own name and as per its own management policies and discretion, and collect in its own name and appropriate all revenues there from at all times.
34. to substitute and appoint in place of the Attorney one or more attorney or

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attorneys and to delegate any or all the powers and authorities hereby conferred and to revoke any such appointment or delegation and to substitute or appoint any other or others in place of such attorney or attorneys as the said Attorney shall from time to time think fit at its sole discretion;

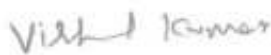
35. generally to do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction and sale of the saleable area, units and apartment in the Project on the Subject Plot and to exercise all rights vesting in the Developer under the Agreement.


36. This General Power of Attorney is irrevocable.

AND We hereby agree and undertake to ratify and confirm all and whatsoever our said Attorney, or its substitutes, under the Power in that behalf hereinbefore contained shall lawfully do, execute or perform in exercise of the powers, authorities and liberties hereby conferred upon, within the four corners of this general power of attorney, under and by virtue of this these presents.

IN WITNESS WHEREOF the Executants have executed this Deed of General Power of Attorney on the day, month and year set forth below its signature.

Witness:

1. 
VISHAL KUMAR
C10 WEL ELECTRONICS, TIGRA ROAD
MODINAGAR, U.P. - 201204


2. 
Garima Arora
E-37, Sector-39
Noida-201301, UP

For Starcity Buildcon Pvt. Ltd,


Authorised Signatory

Executant

For ATS Grand Realtors Private Limited


Authorised Signatory
Attorney

