

दिल्ली DELHI

R 542797

GENERAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that We, M/s Swifttrans International Pvt Ltd, and M/s Upcountry Land & Projects Pvt Ltd., companies incorporated under the provisions of the Companies Act, 1956, having their registered office at B-27, Pushpanjali Enclave, Outer Ring Road, Pitampura, Delhi-11034, through their Director, Mr. Ajay Gupta, duly authorized vide Board Resolution dated November 25, 2011 (hereinafter referred to as the "Land Owners") are the owners of land bearing Rect No. 4 / Killa Nos. 1/2 (1-4), 2 (7-5), 3 (2-7), 8(8-0), 9 (8-0), 10/1 (1-4), 12/1 (2-4), 13 (8-0). Rect No. 2 / Killa No. 21/2 (0-10). Rect No. 4 / Killa No. 12/3 (0-6), 19/1 (0-8), 21/2 (0-6), 22/1/2 (0-9), 22/1/3 (0-2), 11 (8-0), 12/2 (5-10), 19/2 (7-12), 20 (8-0), 21/1 (7-14), 22/1/1 (2-2). Rect No. 5 / Killa No. 25/2 (3-12). Total : 82.15 or 10.343 Acres. situated in Village Garhi Alawalpur, Tehsil Dharuhera, Distt. Rewari.

WHEREAS being lawful co-owners in possession of aforesaid land we are competent and entitled to deal with the same in any manner deemed fit by us. We have entered into agreement of collaboration with M/s Avalon Projects (a unit of GRJ Distributors & Developers Pvt Ltd), a company incorporated under the Companies Act, 1956 having its office at 64, Seindia House, Connaught Place, New Delhi, and Corporate Office - 5.3rd Floor, City Mart, Sohna Road, Gurgaon, through its Directors Shri Ajay Singal S/o late Shri Raj Kumar Singal, and Shri Ajay Kumar Gupta S/o Shri Anand Swaroop Gupta. In terms of aforesaid collaboration agreement, we had undertaken to execute this irrevocable General Power of Attorney in favour of nominee of aforesaid Company for carrying out the intents and objects of the collaboration agreement.

For Swifttrans International Pvt. Ltd. For UP COUNTRY LAND AND PROJECT PVT. LTD.

For Swifttrans International Pvt. Ltd.

Ajaya

Director



Director

For G.R.J. Distributors & Developers (P) Ltd. *AJ* Director

NOW BY THIS POWER OF ATTORNEY, WE HEREBY nominate, constitute and appoint Shri Ajay Singal, son of late Shri Raj Kumar Singal resident of C-187, Pushpanjali Enclave, Pitampura, New Delhi-110034. And Shri Ankit Gupta, son of Shri Anand Swaroop Gupta, resident of D-2, Pushpanjali Enclave, Pitampura, New Delhi-110034, as our true and lawful Attorney with full authority to jointly / severally do the following, acts, deeds and things for us and on our behalf and in our name:-

1. To sign and apply and follow-up with all the concerned regulatory authorities the matters relating to grant of licenses under the Haryana Development & Regulation of Urban Areas Act, 1975, for and in respect of the Said land, the sanctions and approvals of layout plan, building plans, zoning plans, completion certificates, etc., as required under the law for the development, construction and completion of Residential Group Housing Complex, on the Said land and to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Executants, as required from time to time in connection therewith.
2. To sign all applications, documents, petitions, affidavits, undertakings, declarations, etc., as may be required and in connection with the release of the Said land.
3. To sign, verify, file, submit furnish all applications and documents before various authorities in Gurgaon and Chandigarh, such as Land Acquisition Department, Haryana State Industrial and Infrastructure Development Corporation of India Ltd., Haryana Urban Development Authority, Director, Town and Country Planning, Haryana, Chandigarh, Secretary Revenue, Secretary Finance National Highway Authority of India (NHAI), Income-tax Department and all other departments and authorities of the Government wherein applications, undertakings, declarations, etc., or any other document may be required to be filed for sanction / implementation of the project.
4. To apply for and obtain licenses, permissions, NOC from the concerned authorities including DTCP, Chandigarh, HUDA, Haryana State Industrial and Infrastructure Development Corporation of India Ltd., NHAI, and/or any other concerned authorities under Local / State / Central Government including developing of the said land for residential colony/group housing / commercial / cyber complex under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 or any other applicable laws, rules etc. and for that purpose to sign, file all necessary application, undertaking, agreement, affidavit, bank guarantee, indemnity bond and/or all other papers and documents as may be required from time to time by the concerned authorities.

For Swifttrans International Pvt. Ltd.

Ajaya

Director

For G.R.J. Distributors & Developers (P) Ltd.

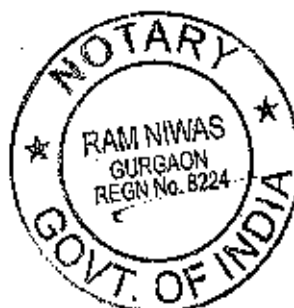
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Director

For UPCOUNTRY LAND AND PROJECT PVT. LTD.

Ajaya

Director



5. To sign, file, submit and obtaining lay out plan, building plan, services plan, revised / modified building plan and services plan before the concerned authorities including but not limited to Director, Town and Country Planning Haryana (DTCP), Haryana Urban Development Authority (HUDA) / Haryana State Industrial and Infrastructure Development Corporation Ltd (HSIIDC Ltd) / Municipal Authority, and /or any other local / authority under the State Government and/or Central Government as may be required from time to time.
6. To apply for and obtaining requisite permissions, approvals, NOC from the concerned authorities such as Town and Country Planning Department, Haryana Urban Development Authority, Fire Department, PWD, HSIDC Ltd., Licensing Authorities, Municipal Authorities and /or authorities in charge of sewer, water, electricity, highways any other concerned authorities connected with sanction of building plan under the State Government as well as Central Government and that to sign, file, execute and all applications, representation, affidavit, undertaking, indemnity, indemnity bond and such other papers and documents and may be required for these authorities from time to time.
7. To commence, carry on and complete and/or cause to be commenced, carried out and completed construction work in terms of the said collaboration agreement on the part or whole of the said land in accordance with the licence and/or sanctioned building plans and specifications..
8. To enter into Space Buyers/Allotment Agreement(s) i.e. Agreement(s) for sale of flats / units constructed in land detailed above.
9. To receive sale price / lease/licence money payable by the allottee(s) / purchaser (s) / lessees /licencee(s) of shops/ units / flats.
10. To sign necessary transfer forms for transferring of the said project or part thereof to the name of the purchaser(s) in the records of concerned local authorities.
11. To execute and get registered by appearing before Sub Registrar sale deeds, lease deeds, gift deeds, mortgage deeds, licence deeds, relinquishment deeds / rectification deed(s), Award of Arbitrator etc. or any other document which the attorney deems expedient and necessary in his wisdom..
12. To give formal possession of the property (s) purchased by individual buyers or obtained on lease by the Lessee by handing over vacant possession of such property

For Sutrans International Pvt. Ltd.

[Signature]

Director

For UPCOUNTRY LAND PROJECT PVT. LTD.



Director

For G.R.J. Distributors & Developers (P) Ltd.

[Signature]
Director

- subsequent to execution of sale deed(s) or on such other terms as may be agreed by the Builders.
- 13 To pay stamp duty and registration charges in respect of the said documents or any part thereof as per the agreement in between the flat buyer and the Builder(s).
 - 14 To apply and obtain income- tax clearance for sale of flats, if required.
 - 15 To lease the property, deliver possession on payment of rent or licence or otherwise and to ask receive and recover from all tenants and other occupants all rents, arrears of rents, licence money, compensation for use and occupation, profits and all other money outstanding and payable or at any time hereinafter to become outstanding and payable in respect of the said land or part thereof for occupying the same or otherwise in any manner whatsoever.
 - 16 On non-payment of any sum as aforesaid to take proceedings to secure ejectment and to recover possession according to law.
 - 17 To give notice through a lawyer or personally to make payment of rent or compensation or moneys payable by such tenants or other occupants and also to give up the premises and vacate the same.
 - 18 To pass valid receipts in proper form for all moneys received or recovered from any tenants of the said properties as rent/ compensation or otherwise.
 - 19 To negotiate with banks/financial institutions for the purpose of obtaining /loan financial assistance in respect of the property in question. The attorney shall be competent and entitled to execute all such documents as may be required for this purpose including mortgage of the entire land or part thereof.
 - 20 To pay and allow all taxes assessment charges, deduction, expenses and all other payment and outgoing whatsoever due and payable, to become due and payable for or on account of the said property to the authorities concerned.
 - 21 To appoint and execute further General Power of Attorney(s) and Special Power of Attorney (s) empowering them to do acts and things as mentioned in this Power of

For Swiftrans International Pvt. Ltd. For UP COUNTRY LAND AND PROJECT PVT. LTD.

[Signature]

Director



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Director

For G.R.J. Distributors & Developers (P) Ltd.

[Signature]
Director

Attorney and to do things and acts to obtain the objectives as mentioned in the Collaboration Agreement.

- 22 To do generally all other acts and things as are necessary or are required to be done for the development of the said project by constructing building on the plot in terms of the said Collaboration Agreement.
- 23 To enter into, make, sign, and do all such contracts, agreements, deeds, mortgages, assurances, instruments and things as may in the opinion of the Said Attorney be necessary or convenient or expedient for carrying out the purposes mentioned herein.
- 24 That the Attorney is entitled to file / defend any suit, proceedings, civil, revenue, taxation or criminal before any court/officer/authority/Arbitrator. The attorney shall be entitled to prosecute / defend any such action in the original stage or in appeal, revision etc. up to the highest court or tribunal. The Attorney is entitled to engage counsel; to produce evidence, to give statement, to deposit or withdraw any amount in respect of the aforesaid land, to compromise any matter /proceedings, to suffer any decree, to execute a decree, to obtain possession, appoint arbitrator or commission. The Attorney shall be entitled to exercise the power to institute and defend litigation in respect of entire land subject matter of Collaboration Agreement. The Attorney shall be competent to enter into any settlement pertaining to the property in question.
- 25 To execute, sign and present and/or defend any type of suits, writs, complaints, petitions, revisions, written statements, appeals, applications, affidavits etc. in law courts i.e. Civil, Criminal or Revenue and/or Tribunal and to proceed in all proceedings before arbitrator or any other authority in our name and on our behalf in matters only concerning with the said project and / or land beneath the same or any matter incidental thereto including enhancement of compensation
- 26 The attorney shall be entitled to agree for adjudication of disputes by arbitrator, to get any dispute referred for adjudication to the arbitrator, to settle any matter during the course of arbitration proceedings, to make statement, to sign compromise and to get award passed in terms of the compromise by the arbitrator.
- 27 The attorney shall be entitled to execute any award / decree by filing appropriate proceedings. He shall be entitled to institute contempt proceedings also.

For Swiftrans International Pvt. Ltd.



Director

For UPCOUNTRY LAND AND PROJECT PVT. LTD.

Director



For G.A. Distributors & Developers (P) Ltd.



Director

- 28 That in the event of demise of any of the executants this power of attorney shall continue to subsist and shall remaining binding in so far the executants who are alive are concerned.
- 29 That the attorney shall be entitled to get the licence of Residential Group Housing Complex transferred in favour of any person / company on behalf of the executants.

The Attorney shall be entitled to generally do all such acts, deeds and things as the Attorney deems fit and proper and which are necessary and incidental for achieving the objectives of Collaboration Agreement. The present attorney is irrevocable one and we shall ratify all acts, deeds and things done in pursuance of this General Power of Attorney including the appointment of further Attorney (s).

IN WITNESS WHEREOF, the Executants have signed this General Power of Attorney on this 25th day of November, 2011 at New Delhi.

Signed and delivered by :

M/s Swifttrans International Pvt. Ltd.


Director

For UPCOUNTRY LAND AND PROJECT PVT LTD
M/s Upcountry Land & Projects Pvt Ltd


Director

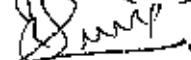
For G.R.J. Distributors & Developers (P) Ltd.


Director

M/s Avalon Projects (a Unit of
GRJ Distributors & Developers (P) Ltd)

Witnesses

1. K. S. Bisht
223, HBC, Sec-40,
Gurgaon (Hr.)

2. 
Sunit Kumar Bhatia
T-1/803 Paramarth
Green View, Sector Rd
Gurgaon



ATTESTED

RAM NIWAS, Advocate
Notary, Gurgaon (Hr.)

25.11.2011