

हरियाणा HARYANA

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GENERAL POWER OF ATTORNEY

This Deed of General Power of Attorney ("GPA") is executed on this 22nd day of September, 2014 at Gurgaon by:

OASIS BUILDHOME PRIVATE LIMITED, a Private Limited Company duly incorporated under the Indian Companies Act 1956, having its registered office at 19, Maulana Azad Society, Parwana Road, Pitampura, New Delhi (hereinafter referred to as "OBPL" or "We" or "Us", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators) acting through its duly authorized Signatory Mr. Man Mohan Singh authorized through resolution passed in the meeting of Board of Directors held on 19th August, 2014.

WHEREAS:

A. We, OBPL are the owner of land ad-measuring 13.759 acres in Village Harsaru, Tehsil and District Gurgaon in Residential Sector – 88A and 89A of Gurgaon – Manesar Urban Complex, more particularly described in the Schedule-I hereunder written and shaded on the aks sijra plan annexed hereto as Schedule-II in 'Red' colour shade, (hereinafter referred to as the "Subject Land");

FOR OASIS BUILDHOME PUT. LTD.

Director Page 1 of 11

Oceis Buildhome Put Lts 5111

प्रलेख न: 813

डीड सबंधी विवरण

डीड का नाम GPA तहसील/सब-तहसील गुडगांवा गांव/शहर हरसरु

धन सबंधी विवरण

स्टाम्प डयूटी की राशि 500.00 रुपये

रजिस्ट्रेशन फीस की राशि 100.00 रुपये

Drafted By: C P Bhateja adv

Service Charge: 150.00 रुपये

यह प्रलेख आज दिनाँक 22/09/2014 दिन सोमवार समय 4:05:00PM लजे श्री/श्रीमती/कुमारी Oasis Buildhome Pvt Ltd thru पुत्रिम्पुर्शिभ्यानीं श्रीमती/कुमारी निवासी 19 Maulana Azad Society Parwana road Pitampura ND द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

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श्री Oasis Buildhome Pvt Ltd thru Man Mohan Singh(OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru- Pradcep Bhatia प्रिषकत हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षों ने सनकर तथा समझकर स्वीकार किया। दोनो पक्षों की पहचान श्री/श्रीमती/कुमारी Saurav Mohendru पुत्र/पुत्री/पत्नी श्री SK Mahendru निवासी G-98 Kalkaji Delhi व श्री/श्रीमती/कुमारी CP Bhateja पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv GGn ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनॉॅंक 22/09/2014

उप/स्पुँकत पॅजीयन अधिकारी

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- B. OBPL being owner and in possession of absolute and transferable rights to the Subject Land and to develop / construct a residential group housing project over the same has entered into a Development Agreement dated 22nd September, 2014 (hereinafter referred to as the "Development Agreement") with Oasis Landmarks LLP, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 and having its registered office at 19, Maulana Azad Group Housing Society, Parvana Road, Pitampura, New Delhi 110034 (hereinafter referred to as "Developer" or "Attorney", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, and administrators);
- C. Under the terms of the Development Agreement, OBPL has granted to the Developer the exclusive and irrevocable Development Rights (as defined in the Development Agreement) to be utilized inter-alia for the purposes of construction, development, management, operation, ownership and disposal of a residential group housing project on the Subject Land in the manner provided in the Development Agreement ("Project");
- D. Further under the terms of the Development Agreement, OBPL has, in consideration of the obligations undertaken by the Developer, undertaken to execute and get registered, in favour of the Developer, an irrevocable power of attorney, for the purpose of authorizing and giving the Developer all the powers, entitlements and authorities as may be necessary or required to enable it to do all acts, deeds, matters and things to exercise the Development Rights (as defined in the Development Agreement) on the Subject Land.

NOW, THEREFORE KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH that We, the executant above named, being the owner of the Subject Land, pursuant to the resolution passed in the meeting of the Board of Directors of OBPL on 19th August 2014, do hereby and in terms of the aforesaid Development Agreement, irrevocably nominate, constitute and appoint OASIS LANDMARKS LLP the 'Developer' / 'Attorney' through its Partners, Managers, Officers to be the true and lawfully constituted attorney of OBPL and in its name and/ or on its behalf to do, either by itself or through their 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 on our behalf namely:

- 1. To enter upon the Subject Land and take control of the same for the purposes of developing the Project;
- 2. To remain in control of and enjoyment of the Subject Land, and be responsible for the construction and development on the Subject Land or any part thereof until the completion of the construction and DHOMEPYT, LTD.

Page 2 of 11

Director

Reg. Year

Book No.

813

2014-2015

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पेशकर्ता



प्राधिकत



गवाह



उप / सयुँक्त पँजीयन अधिकारी

पेशकर्ता	Man Mohan Singh	Flanthank
प्राधिकत	thru- Pradeep Bhatia	P. Brahn
गवाह	Saurav Mohendru	Samuel Mond
गवाह	C P Bhateja	Sateur

development of the Project and the marketing or sale of the entire Saleable Area (as defined in the Development Agreement) in Project:

- 3. To manage the Subject Land 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 Land 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 Land and to take appropriate steps whether by action or otherwise, in accordance with law, and to abate all nuisance;
- 4. To carry out the Project on the Subject Land with due sanction of the appropriate Government Authority and to construct and develop the Project in accordance with the sanctioned plans and specifications;
- 5. To pay all deposits / securities etc. to all concerned Government Authorities for the development of the Project and to receive back the refundable amounts out of the said amounts from the said authorities and deal with the same as provided in the Development Agreement;
- 6. To carry on correspondence and deeds and documents as may be necessary with the concerned Government Authorities as may be required 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 said Attorney 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 by virtue of the Development Agreement including sanctions and approval and reapproval of layout plans, building plans, zoning plans, completion certificates, occupancy certificates etc., as required under applicable laws, rules, regulations, orders, notifications in relation to the Project or the Subject Land and for the purposes incidental thereto, 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 enter upon and remain in the Subject Land as being in sole, exclusive and absolute possession thereof as per terms of the aforesaid Development Agreement;
- 9. To carry out the full, free and uninterrupted development of the Project as per the terms of the Development Agreement and to do various acts,

For OASIS BUILDHOME PYT. LTD.

Page 3 of 11

Reg. No. Reg. Year Book No.

813 2014-2015

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 813 आज दिनोंक 22/09/2014 को बही नः 4 जिल्द नः 1,018 के पृष्ठ नः 5 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 4 जिल्द नः 215 के पृष्ठ सख्या 12 से 14 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनाँक 22/09/2014

उप/सयुँकत पँजीयन अधिकारी

गुडगांवा

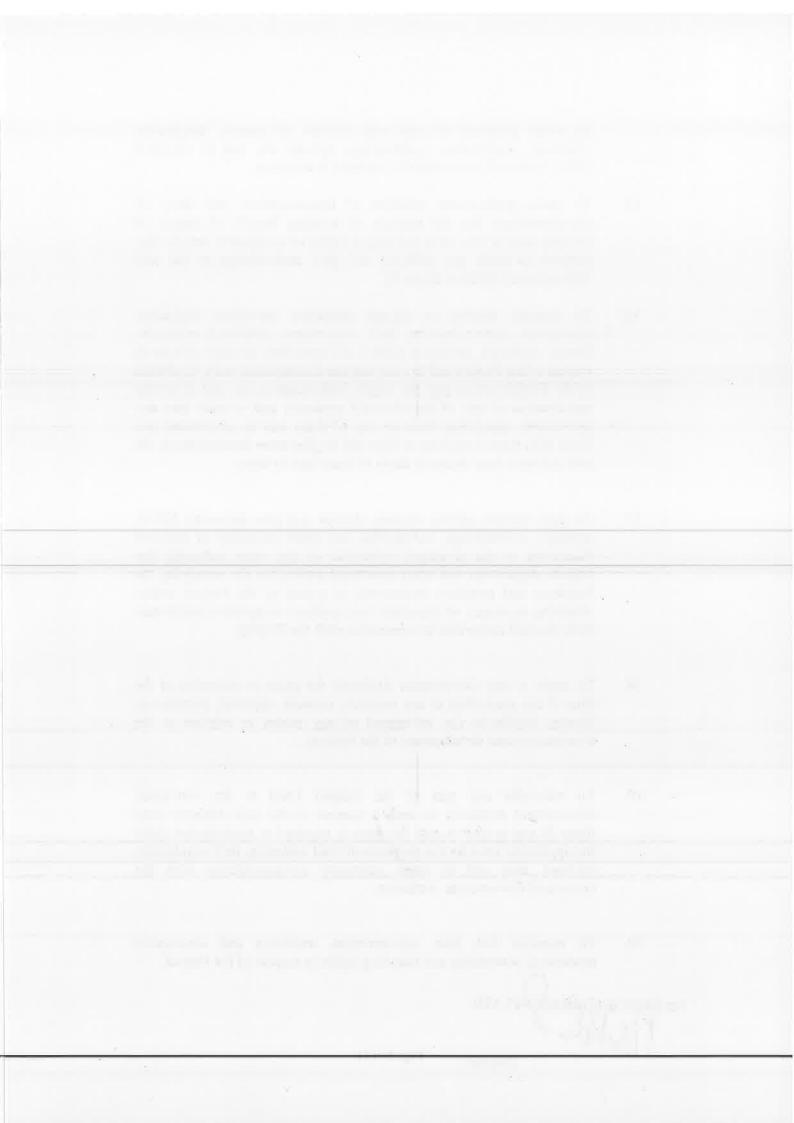
- deeds, matters and things in respect of the Subject Land or the Project including dealing with the Government Authorities as may be required and deem fit by the Developer;
- 10. To appear before any person, officer and authority, in relation to exercising the rights of development vested in the Developer under the Development Agreement or in relation to the development of the Project on the Subject Land, and for any other matter connected with and/or touching the development of the Project or the Subject Land;
- 11. To apply for and obtain all such licenses, approvals, permissions, consents, sanctions etc. as may be required, including without limitation, sanction of building plans, conversion of land use, commencement certificate, drainage certificate, occupation certificate, completion certificate, water connection, electricity supply, drainage connection, leveling, water storage facilities, water mains, sewerage, lighting, electricity, telephone, gas, storm water drains, rain water harvesting, electrical sub-stations and all other approvals for the Project including the common areas and facilities and other services, utilities and connections therein; take all necessary and incidental steps in this regard including making applications and filings to the concerned Government Authorities; to sign, execute and submit all applications, plans, specifications, writings, affidavits, undertakings, indemnities deeds and documents as may be required for the aforesaid purpose; and to do all incidental matters and works which are required to be carried out and/or to be done for becoming eligible for grant of such approvals, permissions, consents, sanctions etc. as may be required and as the Developer may deem fit.
- 12. To make applications, effect amendments and also to submit revised application for the purpose of securing necessary renewals, revalidations of the permissions and sanctions under the provisions of applicable building bye laws, and other applicable laws, executive decisions, policies, rules, regulations etc. and to take all possible steps for the purpose of securing such permission / sanction or renewals thereof for the purpose of development of the Project.
- 13. 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 Land by utilizing the entire FSI / FAR available in respect of the Subject Land as are permissible under the development norms from time to time.
- 14. To promote and register the condominium, association, society, limited company or organization of any other nature of the prospective owners regulations and guidelines issued by the Government Authorities and For OASIS BUILDHOME PVT. LTD.

Page 4 of 11

 for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent OBPL before all concerned Government Authorities.

- 15. 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;
- 16. 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;
- 17. 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 / occupation / completion certificates from the said authorities in connection with the Project;
- 18. To apply to any Government Authority for grant or extension of the time if any prescribed in any sanction, consent, approval, permission, license, certificate etc. in respect of any matter in relation to the construction and development of the Project;
- 19. To surrender any part of the Subject Land to the concerned Government Authority in such a manner as the said Attorney may deem fit and proper in case the same is required or necessitated under the applicable laws for the purposes of road widening, land acquisition, set-back area and to make necessary correspondence with the concerned Government Authority;
- 20. To exercise full, free, uninterrupted, exclusive and irrevocable marketing, advertising and branding rights in respect of the Project;

For OASIS BUILTHOME PVT. LTD.



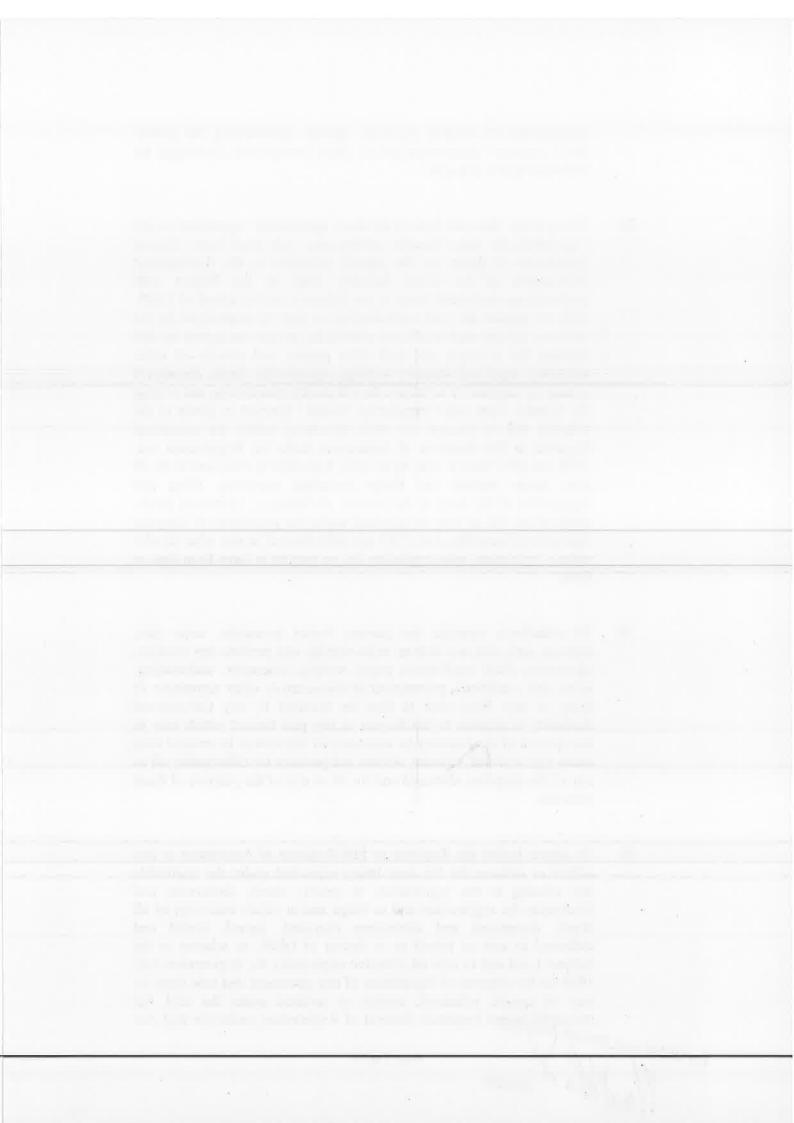
- 21. To assign / transfer the rights vested in the Developer under the Development Agreement in favour of any Affiliate (as defined in the Development Agreement) of the Developer or any nominee thereof in the manner provided in the Development Agreement and sign and execute all documents in this regard on behalf of OBPL as may be required to be executed for such assignment / transfer / grant of the rights vested in the Developer under the Development Agreement in favour of the said third party / assignee / transferee;
- 22. To raise advance, loan from any third party including any co-developer or any assignee of the Developer, bank or a financial institution, interalia for the purposes of development of the Project, and to mortgage the Subject Land against such advance(s) or loan(s) in the manner provided in the Development Agreement, and to sign and execute any document, agreement, deed, undertaking etc. on behalf of OBPL 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;
- 23. To install hoardings, sign boards, neon signs etc. of the Developer, and / or its group companies, and / or its holding companies, and/or its assignees on the Subject Land indicating development thereof, to invite prospective purchasers, lessors, licensees, tenants etc. to buy, lease, license units / spaces forming part of the Saleable Area at the Project and have absolute and exclusive rights in this regard in accordance with the Development Agreement;
- 24. To issue advertisements in such mode as may be deemed fit by the Attorney and in accordance with the Development Agreement, announcing the development of the Project and inviting prospective purchasers, lessors, licensees, to book the Saleable Area;
- 25. To apply before any Government Authority and obtain sanctions / registrations etc. as may be required or necessitated under the applicable laws relating to the transfer of undivided share in the Subject Land in favour of the prospective allottees / purchasers of the Saleable Area in the Project.
- 26. To get the mutation entries updated with the concerned Government Authorities in the names of the allottees / purchasers of the Saleable Area in the Project, as may be required.
- 27. To protect the Subject Land in such manner as the Attorney may deem fit and proper, and for that purpose to take all steps including

Page 6 of 11

appointment of security agencies, guards, approaching the police, home ministry / department and all other Government Authorities for maintaining law and order.

- 28. To negotiate, sign and execute all buyer agreements / agreement to sell / agreement for sale / transfer, conveyance / sale deed, lease / license agreements or deeds (in the manner provided in the development Agreement) of the entire Saleable Area at the Project with proportionate undivided share in the Subject Land on behalf of OBPL with any person for such consideration as may be determined by the Attorney and on such terms and conditions, as may be agreed by and between the Attorney and such other person, and execute all other necessary, legal and statutory writings, agreements, deeds, documents as may be required or necessary for effectually transferring and vesting the Saleable Area sold / transferred / leased / licensed in favour of the allottees and to present any such document before the concerned Registrar or Sub-Registrar of Assurances under the Registration Act, 1908 and other laws as may be in force from time to time; and to do all acts, deeds, matters and things including executing, filing and registration of the deed of declaration, declarations, apartment deeds, applications etc. as may be required under the provisions of Harvana Apartment Ownership Act, 1983 and rules thereof or any other similar statute, legislation, rule, regulation etc. as may be in force from time to time;
- 29. 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 Government 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 presents;
- 30. 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 OBPL in relation to the Subject Land and to take all effective steps under the 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

Director

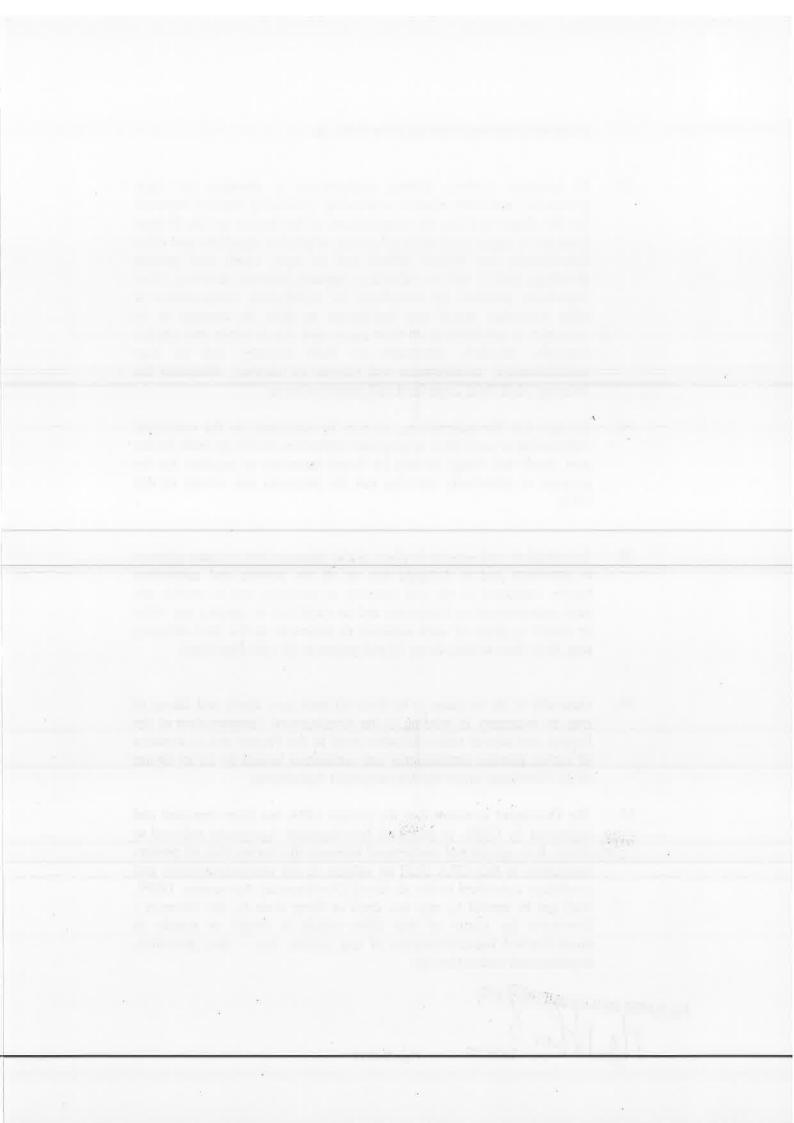


as the said Attorney may desire or deem fit;

- To institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning (excluding disputes between the Developer and Us) the development of the Project on the Subject Land and to appear and act in all courts, original or appellate, and other Government and private offices and to sign, verify and present pleadings, plaints, 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 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 Attorney shall think expedient and proper to do so;
- 32. 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 intents of this GPA;
- 33. To substitute and appoint in place of the Attorney one or more attorney or attorneys and to delegate any or all the powers and authorities hereby conferred to the said attorney or attorneys 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 may from time to time deem fit and proper in its sole discretion;
- 34. Generally to do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction of the Project and sale of entire Saleable Area in the Project and to exercise all rights, powers, entitlements and authorities vested by Us in favour of the Developer under the Development Agreement.
- 35. The Developer is aware that the present GPA has been executed and registered by OBPL in terms of Development Agreement referred to above. It is agreed and understood between the Parties that all powers mentioned in this GPA shall be subject to the restrictions/terms and conditions contained in the aforesaid Development Agreement. OBPL shall not be bound by any act, deed or thing done by the Attorney / Developer by virtue of this GPA which is illegal or results in direct/implied breach/violation of any statute, bye law, guideline, departmental instruction etc.

For OASIS BUILDHOME PVT. LTD.

Page 8 of 11



AND, We hereby agree and undertake to ratify and confirm all and whatsoever our said Attorney or its substitutes, under the power hereinbefore contained, shall lawfully do, execute or perform in exercise of the powers, authorities and liberties hereby conferred upon in consonance with terms and conditions of the Development Agreement, under and by virtue of this GPA.

IN WITNESS WHEREOF, OBPL has signed and executed this GPA on the day, month and year mentioned first above.

Signed and delivered for and on behalf of OBPL - OASIS BUILDHOME PRIVATE LIMITED

Man MoRan S Mr. Man Mohan Singh (Director/Authorised Signatory), duly authorised vide board resolution dated 19th August 2014 Witnesses: 1.

Name: Mayon Romy Sto Chander Rom Address 539 Sec- 53 Gurgeon 2.

SAURABH MUHINDRU, SJO SK MOHIMDRU PJO G98 Karkaji New Deleni - 19



SCHEDULE-I DESCRIPTION OF THE SUBJECT LANDS

Lands ad-measuring 110 Kanal 1.5 Marla i.e. 13.759 acres approximately situated in Sector – 88A and 89A, at Village: Harsaru, Tehsil and District: Gurgaon, Haryana and comprised in the revenue numbers stated in the table below -

Khewat / Khata No.	Rectangle No.	Killa Nos.	Area	
(Jamabandi 2005-2006)			Kanal	Marla
218/257	73	23/2	6	4.5
210/23/	7.5	24/2	6	4.5
	86	3	8	0
Sub-Total		3 Plots	20	9
224/263	73	25/2	6	4.5
	86	4	8	0
Sub-Total		2 Plots	14	4.5
216/225	73	15/1	3	12
		16/2	3	16
Sub-Total		2 Plots	7	8
48/51	73	12	6	19
		13	7	11
		14	7	11
		17	8	0
		18	8	0
Sub-Total		5 Plots	38	1
47/50	73	7/1	4	0
Sub-Total Sub-Total		1 Plots	4	0
226/265	86	1/1	5	7
		1/3	0	3
1	73	22/2	6	4.5
Sub-Total		3 Plots	11	14.5
219/258	86	2	8	0
Sub-Total		1 Plots	8	0
221/260	73	21/1/2	2	0.5
NAME OF THE PARTY		21/2	4	4
Sub-Total		2 Plots	6	4.5
GRAND TOTAL (in Ka	nal – Marla)		110	1.5
GRAND TOTAL (in act	13.759			

For OASIS BUILDHOME PYT. LTD.

Director Page 10 of 1



