

Non Judicial



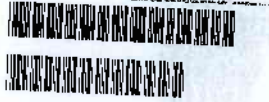
**Indian-Non Judicial Stamp
Haryana Government**



Date : 27/05/2023

Certificate No. G0272023E485

GRN No. 102952410



Stamp Duty Paid : ₹ 1000
(Rs. Thousand Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Keystone World Private limited
H.No/Floor: Na Sector/Ward: Na LandMark: Na
City/Village: Gurugram District: Gurugram State: Haryana
Phone: 98*****58

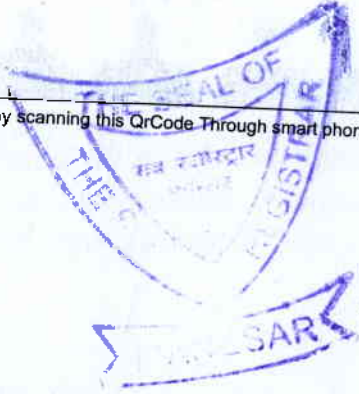


Buyer / Second Party Detail

Name: Janpriya Buildestate Private limited and others
H.No/Floor: Na Sector/Ward: Na LandMark: Na
City/Village: Gurugram District: Gurguram State: Haryana
Phone: 98*****33

Purpose: GPA

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>



For JANPRIYA BULDESTSTE PVT. LTD.

Authorised Signatory



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This GPA is executed and registered in relation to Development
Selling and Marketing Rights Agreement duly registered vide
Registration No. 2563 dated:- 29/05/2023.

प्रलेख न:64

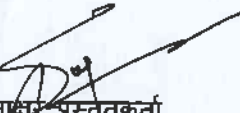
दिनांक:29-05-2023

डीड संबंधी विवरण	
डीड का नाम	GPA
तहसील/सब-तहसील	Manesar
गांव/शहर	Huda Sectors
धन संबंधी विवरण	
राशि 10 रुपये	स्टाम्प ड्यूटी की राशि 1000 रुपये
स्टाम्प नं : G0272023E485	स्टाम्प की राशि 1000 रुपये
रजिस्ट्रेशन फीस की राशि 100 रुपये	EChallan:103180917 पेस्टिंग शुल्क 3 रुपये
Drafted By: SHRINIWAS ADV	Service Charge:200

यह प्रलेख आज दिनांक 29-05-2023 दिन सोमवार समय 5:18:00 PM बजे श्री/श्रीमती /कुमारी

JAN PRIYA BUILDESTATE PRIVATE LIMITED thru SANJIV KUMAR JAIN OTHER निवास FLAT NO 41

AUROBINDO APARTMENT ADHICHINI ND द्वारा पंजीकरण हेतु प्रस्तुत किया गया।


हस्ताक्षर प्रस्तुतकर्ता

JAN PRIYA BUILDESTATE PRIVATE LIMITED

उप/संयुक्त पंजीयन अधिकारी (Manesar)

Sub Registrar
Manesar (Gurgaon)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी UMANG REALTECH PRIVATE LIMITED thru GAURAV VERMA OTHER
KEYSTONE WORLD PRIVATE LIMITED thru VAIBHAV TAPDIYA OTHER हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी NITIN JAIN पिता DHARAM CHAND
JAIN निवासी ND व श्री/श्रीमती /कुमारी MOHAN KUMAR CHOUDHARY पिता B N CHOUDHARY
निवासी ND ने की।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।



Sub Registrar
Manesar (Gurgaon)

IRREVOCABLE GENERAL POWER OF ATTORNEY

THIS IRREVOCABLE GENERAL POWER OF ATTORNEY ("GPA") is executed on this the 5th day of May, 2023

BY:

JAN PRIYA BUILDESTATE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Flat No. 41, Aurobindo Apartment Adhchini, New Delhi 110016, acting through its director Mr. Sanjiv Kumar Jain, duly authorized vide board resolution dated June 20, 2022 (hereinafter referred to as the "**Owner**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

UMANG REALTECH PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at D-64, 2nd Floor, Defence Colony New Delhi -110024, acting through its authorised signatory Mr. Gaurav Verma Authorised Signatory, duly authorized (hereinafter referred to as the "**Erstwhile Developer**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

IN FAVOUR OF

KEYSTONE WORLD PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at A-130, Neeti Bagh, First Floor, New Delhi 110049, acting through its Authorised Signatory Mr. Vaibhav Tapdiya, duly authorized vide board resolution dated June 11, 2022 (hereinafter referred to as the "**Developer**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns)

Capitalized words and expressions used but not defined herein shall carry the same meaning as ascribed to them in the Development, Selling and Marketing Rights Agreement dated 5th May, 2023 executed, *inter alios*, amongst the Land Owner, Erstwhile Developer and the Developer ("**Development Agreement**").

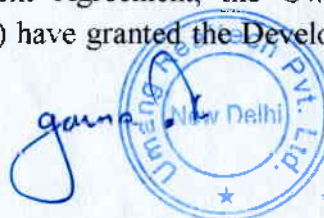
WHEREAS:

1. The Owner represents and confirms that it is the actual, absolute and legal owner of parcel of land admeasuring approx. 16.54 acres situated at Sector 77, 24-meter road, village Shikohpur, Tehsil Manesar and District Gurgaon ("**Total Land**").
2. In terms of the Development Agreement, the Owner and Erstwhile Developer (collectively "**Land Owner**") have granted the Development Rights over Phase II of

For JANPRIYA BUILDESTATE PVT. LTD.



Authorised Signatory



Reg. No.

Reg. Year

Book No.

64

2023-2024

4



पेशकर्ता



प्राधिकृत



गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru SAMJIV KUMAR JAIN OTHER JAN PRIYA BUILDESTATE PRIVATE LIMITED

प्राधिकृत :- thru GAURAV VERMA OTHER UMANG REALTECH PRIVATE LIMITED thru VAIBHAV TAPDIYA OTHER KEYSTONE WORLD PRIVATE LIMITED

गवाह 1 :- NITIN JAIN

गवाह 2 :- MOHAN KUMAR CHOUDHARY

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 64 आज दिनांक 29-05-2023 को बही नं 4 जिल्द नं 9 के पृष्ठ नं 67 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 41 के पृष्ठ संख्या 10 से 12 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 29-05-2023

उप/सयुक्त पंजीयन अधिकारी (Manesar)
Sub Registrar
Manesar (Gurgaon)



the Colony ("Project Land") in favour of the Developer for construction, development, marketing, sale, etc. of the Project.

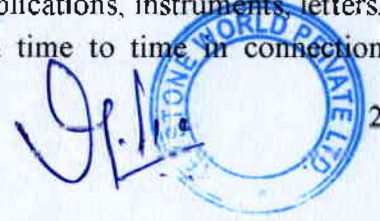
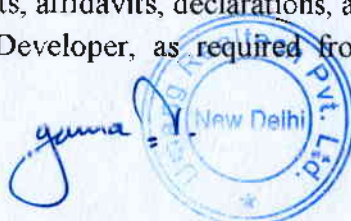
3. The Land Owner recognizes that the Developer is investing substantial amount of money for the development of the Project Land as contemplated under the Development Agreement and requires enabling powers to perform its functions and fulfill its obligations under the Development Agreement.
4. Land Owner is desirous of executing this GPA in favour of the Developer, and thereafter, the Developer shall be authorized to appoint any other person as it may appoint from time to time without consulting the Land Owner, in consideration of the obligations undertaken by the Developer under the Development Agreement and the rights granted by the Land Owner thereunder authorizing the Developer to deal with the Project Land and exercise all rights in respect thereof in accordance with and to act upon the referred Development Agreement.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT, We, the Owner and Erstwhile Developer, do hereby irrevocably nominate, constitute and appoint the Developer or any person authorized by the Developer from time to time, to be the true and lawful attorney in our name and on our behalf to do, 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, matters or things in relation to the Project Land namely:

1. To enter upon the Project Land, take possession of the Project Land (subject to Clause 5.1 of the Development Agreement), survey the same, prepare layout and plans, drawings etc. and to sign and apply and follow up with all the concerned regulatory authorities, the matters relating to grant of approvals, sanctions, consents, building plans, and registrations under relevant laws, rules, regulations, orders, notifications, for and in respect of the Project and the Project Land or any part thereof, to obtain sanctions and approvals of modifications to the sanctioned plans, building plans, zoning plans, occupation certificates, completion certificates if permitted under applicable law(s) for the Project or any part thereof, as required under applicable laws, rules, regulations, orders, notifications from time to time;
2. To do all such acts, deeds and things as may be required to landscape or carry out, or cause to be done, all technical and engineering activities for the purposes of the construction and development on the Project Land and the construction/erection of buildings thereon;
3. By itself or through third party contractors, to dig, build, erect, develop, launch, market, sell, construct and complete the buildings and structures for commercial purposes on the Project Land, as allowed and/or may be allowed under applicable laws and to submit all undertakings, agreements, affidavits, declarations, applications, instruments, letters, bonds, on behalf of the Developer, as required from time to time in connection

For JANPRIYA BUILDSTATE PVT. LTD.


Authorized Signatory



THE BOARD OF DIRECTORS OF THE COMPANY

RESOLVED THAT THE ACCOUNTS OF THE COMPANY FOR THE YEAR 1998-99 BE AND BE SO KEPT OPEN FOR THE PERIOD OF SIX MONTHS FROM THE DATE OF THE MEETING OF THE BOARD OF DIRECTORS.

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MANESAR

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THE WORLD PRIVATE LTD.

Authorized Signatory

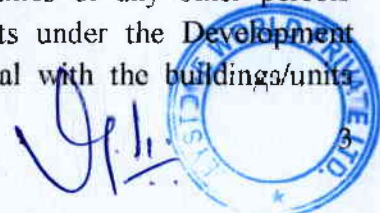
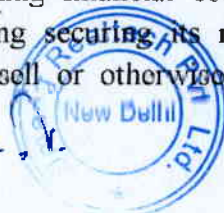
therewith;

4. To do all necessary acts, deeds and things towards construction, and development of the Project, the completion of the development of the Project including, without limitation, appointing architects, engineers, workmen, contractors, agents, consultants, advisers and other personnel, obtaining necessary approvals including, without limitation, approvals for the modification of the sanctioned plan, the commencement certificate, clearances, permissions, approvals, consents and no-objection certificates for the Project, wherever applicable;
5. To prepare, consolidate, sign, furnish and file all relevant data(s), applications, undertakings, affidavits, bonds, applications, deeds and documents, in the prescribed format for grant of all approvals, permissions, clearances, sanctions, consents, and registrations from the concerned authorities for development on the Project Land;
6. To sign, execute, affirm, declare, verify, file, submit, furnish all applications and documents, deeds, information before various authorities and departments of the relevant government wherein applications, deeds, documents, letters, undertakings, declarations and instruments or any other document as may be required to be filed in connection with the Development Agreement in relation to the Project Land;
7. To appear and act either personally or through its authorized officers, agents and/or lawyers before any governmental authority, all statutory and competent authorities, courts, tribunals, commissions, officers of the government/semi government/local bodies and/or any other statutory bodies for and in connection with the above purposes and as an attorney of the Land Owner with respect to the Project Land;
8. To apply for and obtain water connections, sewerage disposal connections, electricity connections, environmental approvals and all other consents and approvals as may be required in connection with the development on the Project Land;
9. To apply for and obtain any renewals of license, approvals, sanctions, consents and registrations and in this regard to make various applications, execute undertakings, affidavits and such other deeds, documents and writings as may be required by the concerned local authority, including without limitation, jal board, electricity board, pollution control board and other statutory authorities under applicable laws;
10. To develop the Project Land on such terms and conditions as detailed in the Development Agreement including addendums thereto, and as per approved building plans for the Project and to take necessary steps in this regard to encumber, exploit, mortgage of the Project including mortgage of the Project Land in favour of banks/financial institutions/non-banking financial companies or any other person/company for any purposes including securing its rights under the Development Agreement, charge, lease, license, sell or otherwise deal with the buildings/units.

For JANPRIYA ESTATE PVT. LTD.

Authorised Signatory

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THE HON'BLE DISTRICT JUDGE
MANESAR
DISTRICT JUDGE
MANESAR

IN RE: THE ESTATE OF
THE HON'BLE DISTRICT JUDGE
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THE WORLD PRIVATE LIMITED

Authorized Signatory

thereon in any manner as it may deem fit in its absolute discretion in order to give effect to the provisions of the Development Agreement;

11. To raise loans and/or other financial assistance by mortgaging/offering the Project Land (after closure of the Axis Facilities) as security to such banks/financial institutions/non-banking financial companies/ any person for the purpose and in the manner detailed in the Development Agreement and register the mortgage deed or any other deed or document for creation of any charge or mortgage or encumbrances on the Project Land with concerned governmental/ semi-governmental authority or any department thereof;
12. At the cost of Land Owner, to rectify any defect in the title of Land Owner in the Project Land by making such lawful compromises and/or payments as may be necessary to any claimant of right or interest in the Project Land or through execution and registration of the deeds and documents that may be required by the Developer;
13. To advertise, launch, market the built up units, put sign boards, hoardings on the exterior of the buildings, sell units/built up space/ other areas in the Project, in such manner as may be deemed fit and proper by the Developer in its sole and exclusive discretion, in accordance with Applicable Laws;
14. To execute unit buyers agreements, sale/conveyance deeds, memorandum of understanding, agreements to lease, lease deeds, leave and license agreements, power of attorneys and/or all such relevant agreements/documents, term-sheets with respect to the Project in favour of prospective buyers/lessees for transfer of the buildings/units thereof together with proportionate undivided interest in the Project Land along with all easement rights over the Project Land and other relevant appurtenants and rights and intents and in this regard to also do the following in accordance with Applicable Laws:
 - 14.1 to present and admit execution of the sale, conveyance, lease, assignment deeds and power of attorneys for registration before the sub registrar of assurances and obtain duly registered documents from the office of the sub-registrar of assurances;
 - 14.2 to sign and move applications and other documents for obtaining mutation of land, rectification of existing records recording extent of land in the local land records maintained by all concerned authority(ies) including but not limited to revenue, tehsil, Zileadar, Patwari, Assessor & Collector, Department of Town & Country Planning and the like;
 - 14.3 to appear in person to represent before the officers of all concerned local authority(ies), and to give any statement, affidavit, application, undertaking, indemnity bond or any other documents that may be required by the Developer for the purpose of construction and development of the Project Land;

For JANPRIYA BUILDSTATE PVT. LTD.


Authorised Signatory





Handwritten signature/initials



For JANORVA ESTATE PVT. LTD.

Authorised Signatory

- 14.4 Collect sale proceeds, advances, lease rentals, license fee, hire charges with respect to the Project and to give a valid and effective discharge in relation to the receipt of the sums received pursuant hereto;
- 14.5 Collect fixture charges, maintenance charges and/or any other payments to be received from the customer/occupants of the units in the Project on the Project Land and to give a valid and effective discharge in relation to the receipt of the sums received pursuant hereto;
15. To further delegate any or all of the powers as mentioned above for or on behalf of Land Owner, to any of affiliates/associate companies/group companies of the Developer and to revoke such delegation of authority at the discretion of the Developer;
16. To pay prescribed government fee and/or charges for obtaining any sanctions, approvals, consents, permissions, water and/or electricity connections, to the concerned governmental department/authority;
17. To file a suit for declaration pursuant to the provisions of the Specific Relief Act, 1963 in the name of Land Owner and on behalf of Land Owner at the cost and expense of Land Owner and for the purpose engage any lawyer/solicitor, senior counsel, finalize and execute the plaint verifications, interim applications, affidavits, rejoinders, replies and/or file appeals and do all such acts, deeds, matters and things as may be deemed necessary to pursue the suit/legal proceeding and to settle the suit/legal proceeding subject to such terms and conditions as may be thought fit and proper with respect to the Project Land;
18. To do and execute all acts, deeds, matters and things which are incidental to and necessary for the implementation of all the powers vested hereinabove, and as may be necessary to be done on behalf of or by Land Owner in relation to the Development Agreement or any other acts, deeds and things that may be required or for implementation of the Development Agreement or the transaction contemplated therein;
19. To do all such other acts and things as may be deemed necessary or expedient for the project and the Project Land.

AND we do hereby agree to ratify and confirm all and whatsoever the Developer or any of its authorized representatives shall or may lawfully do or cause to be done in connection with and by virtue of these presents in compliance with this GPA and the Development Agreement.

We hereby agree and confirm that this GPA is granted for consideration, the receipt and sufficiency of which we do hereby acknowledge, and as such shall be irrevocable and to this intent and purpose shall be governed by the provisions of Section 202 of the Indian Contract

Act, 1882

For JANPRIYA BUILDSTATE PVT. LTD.


Authorised Signatory







1. The first part of the document is a letter from the Registrar of Companies, Bangalore, dated 10.10.2018, to the Registrar of Companies, Chennai, regarding the registration of the company.

2. The second part of the document is a letter from the Registrar of Companies, Chennai, dated 10.10.2018, to the Registrar of Companies, Bangalore, regarding the registration of the company.

3. The third part of the document is a letter from the Registrar of Companies, Bangalore, dated 10.10.2018, to the Registrar of Companies, Chennai, regarding the registration of the company.

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10. The tenth part of the document is a letter from the Registrar of Companies, Chennai, dated 10.10.2018, to the Registrar of Companies, Bangalore, regarding the registration of the company.



For Registrar of Companies, Bangalore

Authorised Signatory

Dated this 5th day of May, 2023

For and on behalf of the **JAN PRIYA** For and on behalf of the **UMANG**
BUILDESTATE PRIVATE LIMITED **REALTECH PRIVATE LIMITED**

For JANPRIYA BUILDESTATE PVT. LTD.


Authorized Signatory

Authorized Signatory


Authorized Signatory

For and on behalf of the **KEYSTONE**
WORLD PRIVATE LIMITED


Authorized Signatory

Authorized Signatory


Drafted By
SHRI NIWAS (Advocate)
Distt. Court Gurugram
Re. No. P/1143/2008
29/05/23

Witness No. 1

Sign: 

Name: NITIN JAIN
S/o Sh. Dharam Chand Jain

Address: K-120 Hauz Khas Enclave
New Delhi - 110016

Witness No. 2

Sign: 

Name: Moham Iqbal Chowdhary

Address: J-64, Defence Colony
New Delhi - 110024

Signatory





gita



Uma V.

For JANPRIYA ESTATE PVT. LTD.

Dy
Authorized Signatory