

SS/05

# PLOT BUYERS' AGREEMENT



# MALIBU TOWNE



**ENDORSED IN FAVOUR OF NOMINEE**


Shri Shishir Jha

s/o Late Shri Nagesh Jha

r/o B-3/3257, Vasant Kunj

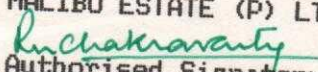
New Delhi-110070

Vide Application Dated 04.03.1999

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Commercial Office

**MALIBU ESTATE (P) LTD.**

  
**Authorised Signatory**

Date : 06.03.1999



0076 B

COPY

Rs. 3/- Adhesive Stamps on Original

THIS AGREEMENT is made at New Delhi on this 19th Dec day of 1994 bet  
 ween Malibu Estate (P) Ltd., a Company incorporated under the Companies Act, 1956, and having its Registered  
 Office at 38 D.D.A Commercial Complex, Kailash Colony Extension (Zamrudpur), New Delhi-110048 and Sales Office  
 at 1001-2, Amba Deep, 14, K.G.Marg, New Delhi-110001 (hereinafter called 'The Seller' which expression shall, unless  
 excluded by or repugnant to the subject or context be deemed to include its successors, liquidators and assigns)  
 through its duly Constituted Attorney Shri P. K. Singh Bedi  
 S/o, Sh. Dhan Singh Bedi R/o A-216, C.K.T. N. Delhi of the First Part AND

1. Shri/Smt. MONINDER SHARMA  
 Son/Daughter/Wife of Shri Late M. D. SHARMA  
 Resident of 100 United Nations Plaza APT # 183  
NEW YORK N.Y. 10017, U.S.A.
2. \*Shri/Smt. /  
 Son/Daughter/Wife of Shri /  
 Resident of /

\*(to be filled up, if the plot is in the joint names)(hereinafter called 'The Purchaser' which expression shall, unless  
 excluded by or repugnant to the subject or context be deemed to include his/her heirs, executors, administrators,  
 legal representatives and assigns) of the Second Part.

Whereas the Seller and its Associate Companies namely M/s. Santaluna Estate Pvt. Ltd., M/s Casa Estate Pvt. Ltd.,  
 M/s Sanpedro Estate Pvt. Ltd. and M/s. Dinero Estate Pvt. Ltd. have purchased several pieces of land in villages Tikri  
 & Fatehpur, Tehsil, and District Gurgaon, Haryana (hereinafter called 'the said land') with a view to develop and set  
 up thereon a residential colony to be known as 'Malibu Towne' (hereinafter called the said Complex or Colony).

AND WHEREAS the Seller and its Associate Companies have joined hands and combined together for the purpose  
 of developing their lands into a residential colony of high standard after obtaining the requisite licenses from  
 authorities concerned.

AND WHEREAS, pursuant to the said agreement/arrangement, the said Associate Compaines have granted Power  
 of Attorneys in favour of the Seller with powers inter-alia to enter upon the said land, survey the same, prepare a  
 layout plan and development scheme, independently for the said land or in conjunction with other land and sell the  
 various plots in which the said land is parcelled out, with or without construction thereon and realise the sale price  
 of the plots in whole or in instalments from the intending purchasers and to give receipts for the same; to execute  
 the necessary deeds or documents, present the same for registration, get them registered.

AND WHEREAS in accordance with the said arrangement/agreement with the Associate Companies, the Seller is  
 in the process of setting up a residential colony to be known as 'Malibu Towne' on the said land after obtaining  
 licenses for the said purpose in its own name and in its Associate Companies names from the Director, Town and  
 Country Planning, Haryana under the Haryana Development and Regulation of Urban Areas Act, 1975.

AND WHEREAS the Purchaser(s) having already been satisfied with the stated facts, applied for allotment of a  
 residential plot of land in the said Colony and the Purchaser has been allotted Plot No. 05 on Spring Street  
 admeasuring 838.91 sq.mts. (1002.513 sq.yds), more or less as at site, at the rate of Rs. 2571.40 per sq.  
 mt. (Rs. 250 per sq.yd) in the said Colony upon the terms and conditions mutually agreed by and between the  
 parties and mentioned herein.



NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Purchaser has agreed to purchase from the Seller and the Seller has agreed to sell to the Purchaser a residential plot of land No. 05 on Spring Street in the residential Colony known as 'Malibu Towne' situated at Village Tikri & Fatehpur, Tehsil and District Gurgaon (Haryana) admeasuring 838.25 sq.mts. (1002.53 sq.yd.) or thereabout at the rate of Rs. 2571.42 per sq.mtr. (Rs. 9150/- per sq.yds), for construction of a residential building thereon. 478,400/- (Rupees four lac seventy eight thousand four hundred only) only as
2. (i) The Purchaser has already paid a sum of Rs. 478,400/- (Rupees four lac seventy eight thousand four hundred only) only as part of the sale price at the time of application for allotment for the said plot, the receipt whereof the Seller hereby acknowledges and the Purchaser agrees to pay the remaining sale price of the plot in instalments as prescribed in Schedule annexed to this Agreement which shall form and be read as part of this Agreement. It will be obligatory on the part of the Purchaser to make the payment before the due dates indicated in the Schedule and no requests or reminders will be issued for any of the instalments prescribed in the Schedule.
- (ii) The purchaser shall pay for a preferentially situated plot extra charges as determined by the Seller, separately within one month from the date of allotment of the plot.
- (iii) The Purchaser shall pay full registration charges, full stamp duty and other incidental charges as and when demanded by the Seller to convey the property in favour of the Purchaser.
3. The Purchaser shall make all payments to the Seller through (a) Demand Draft (s), payable at or (b) cheque(s) drawn upon a New Delhi/Delhi bank.
4. The above agreed price of the plot covers development of internal services such as construction/laying of roads, water lines, drainage lines and arrangement for sewage disposal, horticulture and street lighting within the peripheral limits of the said Colony. Any charges presently payable for laying and providing external development on and outside periphery such as water, sewer, storm water drains, roads, electricity, horticulture etc. to be provided by the company or Haryana Urban Development Authority or any other Government agency or Local Authority for any bigger zone, as determined by the Director, Town and Country Planning, Haryana shall be paid by the Purchaser to the Seller on demand. The Director, Town and Country Planning, Haryana has determined the amount of External Development Charges on gross area basis of the Colony which when pro-rated to the plotted area after excluding areas earmarked for roads, parks, open spaces, recreational, educational, medical, health, religious, community, other public utility/facilities and/or services sites and the areas earmarked for economically weaker sections of the society works out to Rs. 27580/- per sq.mts. (Rs. 230.60/- per sq.yd.) and is being separately charged in addition and recovered as set out in Schedule aforesaid. Any increase in External Development Charges or any other Govt. levy or charges levied or demanded hereafter by the Director, Town and Country Planning, Haryana per gross acre or otherwise shall be borne by the Purchaser on the same pro-rata basis with other purchasers of plots on the plotted area, arrived at on the aforesaid basis and a provision to this effect shall be incorporated in the Sale/Conveyance Deed to be executed by the Seller in favour of the Purchaser and shall be binding on the Purchaser. Such pro-rata share of the Purchaser, if any, shall be paid by the Purchaser to the Seller in the manner demanded. To cover up such a contingency of increase of External Development Charges in future the Purchaser shall, as an interim measure, pay by way of adjustable Contingency Security Deposit of Rs. 24/- per sq.Mtr. (Rs.20/-per sq. yd.) which shall be adjusted on final determination of External Development Charges by the D.T.C.P., Haryana and any excess or shortfall thereof shall be to the account of the intending Purchaser. Contingency Deposit shall carry interest of 12% per annum for the period of its non- utilisation. The Contingency Deposit, as also the interest thereon, after deduction of tax at source, if any, shall continue to be available to Seller till date of its utilisation/refund as aforesaid. In case of Non-Resident Indian and Foreign Nationals (whether of Indian origin or not) the payment of interest shall be subject to the approval of Reserve Bank of India.
5. The Seller shall have the right to effect alterations in the layout plan, if and when considered by it to be necessary or desirable or as may be desired by any Govt. Authority/Body. Alteration may INTERALIA involve all or any of the following changes, viz. change in the position or location of the plot, change in the number of plot, change in its boundaries, change in its dimensions or change in its area. To implement any or all of the above changes, a supplementary Sale Deed or Deeds, if necessary, will be executed and got registered by the Seller, at its own cost, in favour of the Purchaser, in case a Sale Deed has already been executed and



registered. If there is any decrease in the area, rebate in the price for the decreased area will be allowed at the original rate at which the plot was agreed to be sold. In case the particular plot is omitted or the Seller is unable to hand over the same to the Purchaser for any reason other than those mentioned in clause 6 below, the Seller will be liable only to refund the actual amount(s) received by it from the Purchaser towards the price and shall not be liable to pay any compensation or interest or other sums whatsoever. Similarly, if due to a change in the layout plan of the said Colony, any preferentially located plot ceases to be so located or an ordinary plot becomes a preferentially located flat before or after the registration of the Sale Deed, then the Seller will be liable only to refund without interest, extra charges recovered for such preferential location, or shall be entitled to recover the preferential charges for the preferential location, as the case may be.

6. At present, there is no subsisting notification, decision or order by the State Government or any other Government or Local Authority regarding acquisition or requisition or otherwise taking over of the area in which the plot is located. In case of any acquisition or requisition taking place hereafter, the same shall wholly be at the cost and to the risk of the Purchaser, who shall still be bound to carry out and implement all the terms of this Agreement, including as to payment of the instalments due, and shall not be entitled to claim the refund(s) of the amount(s) paid by him. The Purchaser, however, will be entitled to claim and receive from the Seller along with the other Purchasers, the compensation on pro-rata basis as and when the same is finally determined and received by the Seller. Also, if the Purchaser, at the relevant time, has not made payment of any installment as stipulated in this Agreement and/or demanded by the Seller, then the installment thus due shall be adjusted from the amount of the compensation payable to him. Save as aforesaid, the Purchaser shall have no other right or claim against the Seller.
7. The Purchaser and the Seller agree that the amounts paid by the former to the latter either with the application for allotment or thereafter to the extent of 20% of the sale price of the plot shall constitute Earnest Money for the purpose of this Agreement.
8. The time of payment of instalments or other sums as stated in clauses 2, 4 and 13 of this Agreement is the essence of this contract. It shall not be obligatory on the part of the Seller to send any demand notices/reminders regarding the payments to be made by the Purchaser and it shall be incumbent on the Purchaser to comply with the terms of payment and other terms and conditions of sale, failing which, he shall forfeit to the Seller, the entire amount of Earnest Money deposited by him and the Agreement of sale shall stand cancelled and the Purchaser shall be left with no lien on the plot. The Seller shall, thereafter, be free to deal with the said plot in any manner whatsoever, at its sole discretion. The amount(s) if any, paid over and above the Earnest Money shall, however, be refunded to the Purchaser by the Seller without any interest.
9. Without prejudice to the Seller's rights under this Agreement and/or in law, the Purchaser shall be liable to pay to the Seller interest at the rate of 20% per annum on all amounts due and payable by the Purchaser under this Agreement, if such amount is outstanding for more than 10 days. The discretion for termination of the Agreement as provided hereinabove or acceptance of the delayed payment with interest at the rate of 20% per annum shall exclusively vest with the Seller.
10. The Purchaser shall not be entitled to get the name(s) of his nominee(s) substituted in his place. The Seller may, however, in its sole discretion, permit such substitution on such terms and conditions including as to additional payment, as it may deem fit. Sub-division of plot shall, however, not be permissible in any circumstances, whatsoever. Claims, if any, between the nominee and the Purchaser as a result of reduction/increase of area or its location or on any account, whatsoever, will be solely settled between themselves and the Seller shall not be a party to this.
11. The Purchaser confirms that he has entered into this transaction with full knowledge and understanding of all the laws and notifications and rules applicable to this area, including terms and conditions contained/imposed by the concerned Government or Local Authorities and that he has familiarised himself with all the aforesaid and other agreements, arrangements etc.
12. The Purchaser confirms that he has satisfied himself about the interest and title of the Seller in the said land, and that he has fully understood all limitations and obligations in respect of it and there shall not be any further investigation or objection by the Purchaser in this behalf. If, for any reason, whatsoever, the permission to parcel out the said land into plots or any part of it, granted to the Seller is or are cancelled or restrictions are



imposed by any Authority, then the Seller shall be entitled to challenge its validity and efficacy before the appropriate Courts, Tribunals and Authorities, and in such an event, during the pendency of the proceedings and until their final determination by the highest Court or Tribunal or Authority, the money(ies) paid by the Purchaser, in pursuance of this Agreement, shall continue to remain with the Seller and the Purchaser shall not require of the Seller the specific performance of the terms of this Agreement and this Agreement shall remain in abeyance until the final determination, as aforesaid. In the event of such cancellation/restriction order becoming final, if any compensation is paid or promised by the Authorities, then the provisions of Clause 6 shall *mutatis mutandis* apply here. If no compensation is paid or promised to be paid, then the Seller shall refund to the Purchaser the amount(s) paid by him is six equal Half-yearly instalments without any interest, less the pro- rata expenses incurred by the Seller for the development of the land in meanwhile. Save as aforesaid, the Purchaser will have no other claim of any nature, whatsoever, against the Seller.

13. The Purchaser shall also pay to the Seller such charges as may be determined by the Seller and/or the Maintenance Agency appointed by the Seller for maintaining various services/facilities in the said Colony including expenses incurred for making arrangements for sanitation, street light, area security, water supply and its distribution systems until the same are handed over to a Local Body for maintenance. The Purchaser shall deposit with the Seller a sum of Rs. 15000/- (Rupees fifteen thousand only) by way of interest free service maintenance security to ensure such payments by him, which does not form a part of the instalments detailed in Schedule annexed to this Agreement and is payable by the Purchaser to the Seller on demand. In case of default in payment of the aforesaid charges by the Purchaser, the Seller shall be entitled to recover the same by way of appropriation from the aforesaid security deposit and balance, if any, in the Security Deposit account shall be refunded to the Purchaser at the time of the handing over of the services to a Local Body/ Authority as aforesaid.

14. The Seller, its servants, agents, representatives and the personnel of Maintenance Agency, as and when constituted, shall have the right to access and ingress to the plot of land and the building constructed thereon, at all relevant and reasonable time for the purposes of inspection, carrying out maintenance and necessary repairs and they shall have the rights of user, upkeep and maintenance of sewerage, electricity poles and wires, water channels in the entire Colony even if they run through/across the plot of land belonging to the Purchaser at all times.

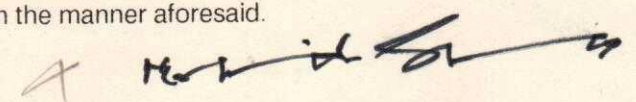
15. The Purchaser is aware that what he is agreeing to purchase is a plot of land in a Residential Colony promoted by the Seller sensing the yearning in people for healthy living in an open and unpolluted surroundings. He is also aware that unless the open spaces/building(s) in the Colony are maintained in a proper form and common areas and services are maintained, the full utility of the open spaces/buildings in the Colony cannot be made. The Purchaser is also aware that in addition to utility, the reputation of buildings and their occupants depends upon the maintenance and up-keep of the Colony and buildings located therein, which reputation has an ultimate effect on the environment and status of various occupants of spaces/buildings in the Colony. It is for these, amongst other factors, that the Purchaser has agreed to purchase a plot of land on the specific understanding and undertaking that he will not make any unauthorised construction or make encroachments or obstructions in common areas/facilities/services or cause hindrance in the use and enjoyment of all common areas/facilities/services/communication area of the Colony. no noise pollution by use of loud-speakers or otherwise shall be made and/or rubbish, dust or refuse shall be accumulated or thrown away anywhere, save and except areas specially earmarked for the purpose in the Colony. In case of default or contravention of this covenant, the Seller shall be at liberty to take such steps that may be necessary or requisite for remedying/abating the said default/contravention.

16. That the plot of land hereby agreed to be sold is a part of a Colony planned to be of high standards and it is in the interest of all Plot Buyers/Occupiers that some safe-guards be provided to prevent entry of unauthorised person(s) into the said Colony including the common areas and facilities. To give an effective hand to the Seller or Maintenance Agency nominated by it, to deal with such unlawful entrants/loiterers/peddlers etc. and also to enable the Seller/Maintenance Agency in particular and Owners/Lawful Occupants of the various plots/buildings in general, to deal more effectively with the security of the Colony and maintenance of order therein, it is considered that entry be regulated. For this, Seller/Maintenance Agency shall be free to restrict the entry of any one into the Colony whom it considers undesirable. The security services will be without any




liability of any kind upon the Seller/Maintenance Agency. Security costs will be part of Maintenance Charges.

17. The Purchaser shall reimburse to the Seller such sum as may be demanded by the Seller for making arrangements for providing sewer and water connections from the mains laid along the road serving the plot.
18. The Purchaser shall directly apply to HSEB for his requirement of electricity at his plot of land. All expenses in this regard shall be borne by the Purchaser. The Seller shall, however, assist the Purchaser in pursuing the matter with HSEB. The Seller on its own is also taking up the matter with HSEB to make electricity available to individual plots of lands, pursuant to individual applications which will be made by the Purchasers and upon Purchasers paying the necessary charges to HSEB.
19. The Seller may, in its sole discretion, appropriate towards the sale price of the plot the amount receive from the purchasers in any head/account and the appropriation so made shall not be questioned by the Purchaser. The Sale Deed shall, however, be executed only after the outstandings under all the heads are paid in full and all such outstandings shall be paid by the Purchaser as and when demanded.
20. The Seller shall have the first lien and charge on the said plot (including on any income/rent therefrom) for all its dues payable by the Purchaser under this Agreement.
21. Unless a conveyance deed is executed and registered, the Seller shall continue to be the owner of the plot and all amounts paid by the Purchaser under this Agreement shall merely be an advance payment for purchase of allotted plot and shall not give him any lien or interest on the plot until he has complied with all the terms and conditions of this Agreement and a Sale Deed of the said plot has been executed and registered in his favour.
22. The Seller shall execute the Sale Deed and have it registered in favour of the Purchaser within a reasonable time after the plot has been finally demarcated at site and after receipt from the Purchaser of full sale price and other dues detailed herein above and the full cost of stamp paper and registration charges etc. Provided that the Seller in its sole discretion may execute the Sale Deed at any time prior to the receipt of the full price and other dues. In that case even though the Sale Deed may have been executed, but the possession will be given to the Purchaser only when the Purchaser makes payment of the balance price and all other dues as stipulated in this Agreement.
23. In order to ensure rapid development of the Colony, augmentation of housing stock and early habitation, it shall be incumbent upon the Purchaser and the Purchaser shall be bound to commence construction of the house on the plot in accordance with the guidelines prescribed by the Seller and after obtaining approval of building plans from the concerned Competent Authority of the Govt. of Haryana not later than a period of 3 years to be reckoned from the date on which the Sale Deed is executed in his favour by the Seller or the date on which the Zoning Plan of the area in which the said plot is situated is approved by the Competent Authority of the State of Haryana whichever, is later, intimation whereof will be sent by the Seller to the Purchaser. In case the Purchaser fails to commence construction within the stipulated period, the Seller shall be entitled to resume the plot, refund the amount paid by the Purchaser, without any interest, and to re-sell the plot to somebody else. Provided that the Seller in its sole discretion may extend the aforesaid period for construction upon payment by the Purchaser to it of additional charges at the rate of Rs.25/- per sq. mt.(Rs.20.90 per sq.yd.) per year. A provision to this effect will also be incorporated in the Sale Deed and the Purchaser shall be bound by the same.
24. The Purchaser shall bear and pay all taxes (or his share of it) whether levied now or in future on the lands and/or building(s), as the case may be, from the date of execution of this Agreement.
25. The Purchaser shall get his complete address registered with the Seller at the time of execution of this Agreement and it shall be his responsibility to inform the Seller by Registered A.D.letter about all subsequent changes, if any, in his address, failing which, all notices and letters posted at the first registered address will be deemed to have been received by him at the time when those would ordinarily reach such address and the Purchaser will be fully liable for any default in payment and other consequences that might occur therefrom. The address given in the application for allotment of a plot shall be deemed to be the registered address of the Purchaser until the same is changed in the manner aforesaid.





26. The Purchaser, if resident outside India, shall be solely responsible to comply with all the necessary formalities, as laid down in the Foreign Exchange Regulation Act, 1973 or otherwise, including for remittance of payment(s) and for acquisition of the immovable property. The Purchaser shall also furnish the required declaration on Seller's prescribed form.
  27. Subject to the Purchaser timely fulfilling all his obligations herein, and there being no bar from any Government or any other Authority, the Seller covenants that it shall carry out the internal development of the said Colony in accordance with the terms of this Agreement and pass on a clear title in respect of the relevant plot in favour of the Purchaser.
  28. That in case there are Joint Purchasers, all communications, demand notices etc. shall be sent by the Seller to the Purchaser whose name appears first and at the address given by him, which shall for all purposes be considered as served on all the Purchasers and no separate communication will be necessary to the named Purchaser(s) and the Purchasers have agreed to this condition of the Seller.
  29. This Agreement shall be subject to *force majeure* conditions such as strikes, lockouts and/or any other factor beyond the control of the Seller. It is also subject to such Government regulations as may be in force from time to time.
  30. Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provision or of the right thereof to enforce each and every provision.
  31. This Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous arrangements between the parties concerning the matter herein whether oral, written or implied, and any variation in any of the terms hereof, except under the signature of the Constituted Attorney of the Seller, shall not be binding on the Seller.
  32. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such a provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purposes of this Agreement and to the extent necessary to conform to applicable law but the remaining provision of this Agreement shall remain valid and enforceable in accordance with their terms.
  33. In the event of any dispute of difference arising out of or relating to this Agreement between the parties, the same shall be referred to the sole-arbitration of a nominee of the Seller Company and any award made in such arbitration shall be final, conclusive and binding on the parties. The venue of such arbitration shall be at New Delhi and Delhi Courts alone shall have jurisdiction in all matters arising out of or touching and/or concerning the transaction.
  34. For all intents and purposes, singular includes plural and one gender includes the other gender.
- IN WITNESS WHEREOF the parties hereto have hereunto and the duplicate copy hereof set and subscribed their respective hands at places and on the day, month and year mentioned under their respective signatures.
- SIGNED AND DELIVERED by the within named:

X 





2 YEAR INTEREST FREE PAYMENT PLAN							
Plot No	SS\05		Due Dates of Payment	% age (&)	Amount	Others	Total
Size	838.255	sq m	On Application	10.00	125000	-	125000
Date of Allotment	29.04.94		20.05.94		113668	-	113668
Basic Sale Price	Rate/Sq m	Amount	19.07.94	10.00	238668 #	-	238668
	2571.40	2155489	20.10.94	12.50	298335	-	298335
External Dev. Charg	275.80	231191	22.01.95	12.50	298335	-	298335
Total (I)		2386680	20.04.95	12.50	298335	-	298335
Pref Loc Charges	.00	0	19.07.95	12.50	298335	-	298335
Contingency Deposit	.00		20.10.95	12.50	298335	-	298335
	24.00	20118	21.01.96	12.50	298335	-	298335
IFMSS	LS	15000	20.04.96	5.00	119334	35118 \$	154452
Grand Total		2421798					
			TOTAL	100.00	2386680	35118	2421798

& Percentage calculation has been made on Total (I)

# Includes Preferential Location Charges

\$ Comprises of Contingency Deposit and IFMSS

SELLER

PURCHASER (S)

PREPARED BY

CHECKED BY



Purchaser Shri / M/s.

*Handwritten signature*  
MOHINDER SHARMA

at

New Delhi

on

19th Dec

1994

In the presence of:

1. Signature

*Handwritten signature*

Name

ASHOK GUPTA

Address

N-12 (2nd floor) Condo Kailash - 1 New Delhi - 48

2. Signature

*Handwritten signature*

Name

ASHOK GUPTA

Address

N-12 (2nd floor) Condo Kailash - 1, New Delhi - 48.

SIGNED AND DELIVERED by the within named :

Seller M/s Malibu Estate (P) Ltd. by its duly

Constituted Attorney

*Handwritten signature*

at New Delhi on

19th Dec 94

199

in the presence of :

1. Signature

*Handwritten signature*

Name

**MALIBU ESTATE (P) LTD.**

Address

1001, Ambadeep,  
14, Kasturba Gandhi Marg,  
New Delhi-110001

2. Signature

*Handwritten signature*

Name

**MALIBU ESTATE (P) LTD.**

Address

1001, Ambadeep,  
14, Kasturba Gandhi Marg,  
New Delhi-110001

NOTE : PERSON SIGNING THE AGREEMENT ON BEHALF OF OTHER PERSON/FIRM/BODY CORPORATE SHALL FILE HIS AUTHORISATION/POWER OF ATTORNEY



**ENDORSED IN FAVOUR OF NOMINEE**

Shri Shishir Jha

s/o Late Shri Nagesh Jha

r/o B-3/3257, Vasant Kunj

New Delhi-110070

Vide Application Dated 04.03.1999

.....  
Commercial Officer

**MALIBU ESTATE (P) LTD.**

In Chakravarty  
**Authorised Signatory**

Date : 06.03.1999