

हरियाणा HARYANA

K 507553

GENERAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that we (1) Sh. Dharam Pal son of Sh. Maha Ram (2) Sh. Virender Singh (3) Sh. Surander both sons of Sh. Dharam Pal (4) Sh. Jitender Yadav son of late Sh. P.S. Yadav all residents of Yadav Niwas, Opposite S.P. Office, Alwar Road, Gurgaon (5) Mrs. Sarita Yadav wife of Sh. Vikas Yadav resident of H. No. 30, Sector-1, Rewari are owners of land bearing Rect. No.81, Killa No.1(8-0), 2/1(4-0), 2/2(3-3), 2/3(0-8), 2/4(0-8), 3/1(1-16), 3/2(6-4), 8/1(4-18), 8/2(3-2), 9/1(0-8), 9/2(3-3), 9/3(4-9), 12/1(0-11), 12/2(6-11), 13(8-0), 15/2/2/1(4-18), 16/1/1(0-8), 17/2(3-19), 18(6-2). Rect. No.78, Killa No.19 (8-0), 21(8-0), 22/1(3-3), 22/2(4-9), 22/3(0-8), 23/2(4-0), 23/3(0-18) measuring 99 kanals 6 marals situated in

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 Roots Developers Pvt. Ltd. having its office at F-17, Central Plaza, Sector-53, Gurgaon (Haryana) through its Director Sh. Narender Yadav. 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.

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100x3-200/, 55709. Poots Developors (P) 1td Gg. 4PD.

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डीड सबंधी विवरण

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

धन सबंधी विवरण

स्टाम्प डयूटी की राशि 300,00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

रजिस्द्रेशन फीस की राशि 100.00 रुपये

Drafted By: C.I. Arora Adv.

यह प्रलेख आज दिनॉंक 27/09/2012 दिन गुरूवार समय 12:51:00PM बजे श्री/श्रीमती/कुमारी Dharam Pal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Maha Ram निवासी Yadav Niwas, Opp. S.P. Office, Alwar Road, Gurgaon द्वारा पँजीकरण हेत् प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता र किया स्था

श्री Sarita Yadav, Dharam Pal, Virender Singh, Surander Singh, Jitender Yadav

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru- Narender Yadav प्राधिकत हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी C.L.Arora पुत्र/पुत्री/पत्नी श्री निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी S C Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते है तथा वह साक्षी न: 2 की पहचान करता है।

दिनाँक 27/09/2012



हरियाणा HARYANA

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NOW BY THIS POWER OF ATTORNEY WE HEREBY nominate, constitute and appoint Sh. Surander Yadav son of Sh. Dharam Pal, resident of Yadav Niwas, Opp. S.S.P. Office, Alwar Road, Gurgaon and Sh. Marender Yadav son of Lt. Sh. P. S. Yadav, resident of Yadav Niwas, Opp. S.S.P. Office, Alwar Road, Gurgaon 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:-

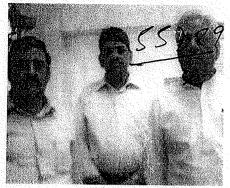
1. To sign and apply and follow-up with all the concerned regulatory authorities the matters relating to grant of licenses under the Haryana Development & Regulation of Urban Areas Act, 1975, for and in respect of the Said land, the sanctions and approvals of layout plan. building plans, zoning plans, completion certificates, etc., as required under the law for the development, construction and completion of Residential Group Housing Complex/Commercial Project, 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 applications, documents, petitions, affidavits, all undertakings, declarations, etc., as may be required and in connection with the release of the Said land.

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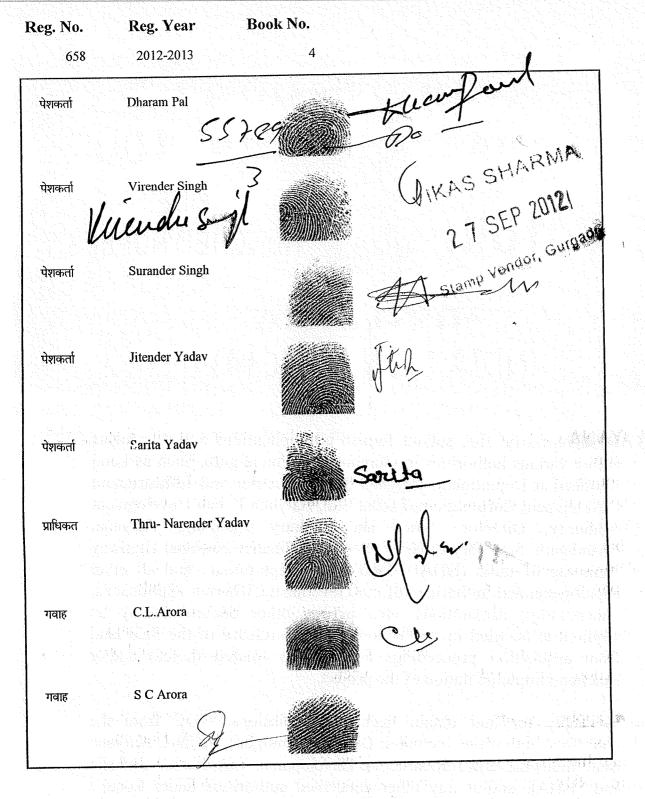
उप / सयुँक्त पँजीयन अधिकारी

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हरियाणा HARYAINA verify, file, submit furnish all applications and documents 07551 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 in connection with the release of the Said land from acquisition proceedings and matters related thereto and/or 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.

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प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख कमांक 658 आज दिनाँक 27/09/2012 को बही नः 4 जिल्द नः 1,012 के पृष्ठ नः 165 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 4 जिल्द नः 143 के पृष्ठ सख्या 29 से 30 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 27/09/2012

- 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 andor 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.

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- 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 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.

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- 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 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 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

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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, 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 That the attorney shall be entitled to open and operate bank account on behalf of the executants. He shall be entitled to deposit and withdraw money therefrom.
- 27 To enter into partnership, to throw any property in partnership pool, to dissolve the partnership and to accept any sum of money he deems fit in the event of dissolution. 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.
- 28 To collect compensation, get issued C Forms, to get encashed such forms/vouchers and to even get compensation enhanced from court of law by filing appropriate proceedings till apex court. The attorney shall be entitled to execute any award / decree by filing appropriate proceedings. He shall be entitled to institute contempt proceedings also.

29 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.

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30 That the attorney shall be entitled to get the licence of Residential Group Housing Complex/Commercial Project 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 27th day of September, 2012 at Gurgaon.

Advocate | 9 Distr. Courts, Gurgaon

Witnesses

1.

2.

District Courts, Gurgaon

Executants _

(1) Mr. Dharam Pal

(1) Mr. Dharam Pal (2) Mr. Virender Singh

(3) Mr. Surander Yadav

(4) Mr. Jitender Yadav

(5) Mrs. Sarita Yaday