Gerenal Power of Attorney

# Indian-Non Judicial Stamp
## Haryana Government

Date : 14/09/2017

Certificate No. G0N2017I784

GRN No. 30384218

Stamp Duty Paid : ₹ 500 (Rs. Only)

Penalty : ₹ 0 (Rs. Zero Only)

### Seller / First Party Detail

Name: Aum shri Hotels and resorts Private limited

H.No/Floor : E3/6 Sector/Ward : Na LandMark : Model town

City/Village : New delhi District : Newdelhi State : Delhi

Phone: 9810148500

### Buyer / Second Party Detail

Name : Godrej Highview Llp

H.No/Floor : 5th Sector/Ward : Na LandMark : Godrej one pirojshannagar

City/Village: Vikhroli east District : Mumbai State : Maharashtra

Phone : 9650201113

Purpose : GENERAL POWER OF ATTORNEY

DINESH KUMAR STAMP VENDOR Judicial Courts Gurgaon (Haryana)

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

General Power of Attorney

Stamp no. — G0N2017I784

Date — 14/09/2017

Amount — 500

For AUM SHRI HOTELS & RESORTS PVT. LTD.

Authorised Signatory

GODREJ HIGHVIEW LLP

Authorized Signatory

प्रलेख न: 71 दिनाँक 22/09/2017

| डीड सबंधी विवरण | |
|---|---|
| डीड का नाम | GPA |
| तहसील/सब-तहसील | सोहना |
| गांव/शहर | Dhunela |
| **धन सबंधी विवरण** | |
| | स्टाम्प डयूटी की राशि 500.00 रुपये |
| रजिस्ट्रेशन फीस की राशि 100.00 रुपये | पेस्टिंग शुल्क 2.00 रुपये |

Drafted By: C P Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनाँक 22/09/2017 दिन शुक्रवार समय 5:15:00PM बजे श्री/श्रीमती/कुमारी Aum Shri Hotels & Pvt Ltd thru Auth Sign-Sushil Sharma पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी E-3/6,Model Town-II Delhi द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

उप/सयुँक्त पँजीयन अधिकारी
सोहना

हस्ताक्षर प्रस्तुतकर्ता

श्री Aum Shri Hotels & Pvt Ltd thru Auth Sign-Sushil Sharma(OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Auth Sign-Saurabh Mohindru प्राधिकत हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Braham Prakash Lamberdar पुत्र/पुत्री/पत्नी श्री निवासी Raisina व श्री/श्रीमती/कुमारी Rishabh Mahajan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Rakesh Mahajan निवासो Dwarka N Delhi ने की।
साक्षी न: 1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते है तथा वह साक्षी न: 2 की पहचान करता है।

दिनाँक 22/09/2017

उप/सयुँक्त पँजीयन अधिकारी
सोहना

यह प्रमाणित किया जाता है कि पंजीकृत वसीका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है ।

उप / सयुँक्त पँजीयन अधिकारी
सोहना

## GENERAL POWER OF ATTORNEY

This Deed of General Power of Attorney ("**GPA**") is executed on this 22nd day of September, 2017 at Gurgaon;

By

**AUM SHRI HOTELS AND RESORTS PRIVATE LIMITED (PAN AAICA5857E) (CIN U55101DL2010PTC203732),** a company registered under the Companies Act, 1956, having its registered office at having its registered office at E-3/6, Model Town II, Delhi 110009 acting through its Director/ Authorised Signatory Mr. Sushil Sharma, duly authorized vide its board resolution dated April 1, 2014 (hereinafter referred to as **"Land Owner",** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, and administrators, permitted assigns)

**WHEREAS:**

A. The Land Owner is the absolute owners of land ad-measuring 149 Kanal & 19 Marla i.e. 18.744 acres situated in Village Dhunela and Sohna, Sector 33, Tehsil Sohna, Haryana, more particularly described in the **Schedule-I** hereunder written and the aks sijra plan annexed hereto as **Schedule-II** (hereinafter referred to as the "**Subject Lands**");

B. The Land Owner has entered into a Development Agreement dated 22.09.2017 September 2017 (hereinafter referred to as the "**Development Agreement**") with **Godrej Highview LLP.,** a limited liability partnership registered under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai- 400079 and its regional office at 3rd Floor, UM House, Tower A, Plot No 35, Sector 44, Gurgaon-122002, (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), for development / construction of a residential group housing project over the Subject Lands;

C. Under the terms of the Development Agreement, the Land Owner has granted unto the Developer, the exclusive 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 Lands in the manner provided in the Development Agreement ("**Project**");

D. Further under the terms of the Development Agreement, Land Owner 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 Lands.

For AUM SHRI HOTELS & RESORTS PVT. LTD.

Authorised Signatory

GODREJ HIGHVIEW LLP

Authorized Signatory

| Reg. No. | Reg. Year | Book No. |
|---|---|---|
| 71 | 2017-2018 | 4 |



पेशकर्ता



प्राधिकत



गवाह



उप /सयुँक्त पँजीयन अधिकारी

| | | | |
|---|---|---|---|
| पेशकर्ता | Auth Sign-Sushil Sharma |  |  |
| प्राधिकत | Auth Sign-Saurabh Mohinc |  |  |
| गवाह | Braham Prakash Lamberda |  |  |
| गवाह | Rishabh Mahajan |  |  |

**NOW, THEREFORE KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH** that the Land Owner above named, being the absolute owner of the Subject Lands, do hereby and in terms of the aforesaid Development Agreement, irrevocably nominates, constitutes and appoints **Godrej Highview LLP** (the '**Developer**' / '**Attorney**') through its Designated Partners and employees to be the true and lawfully constituted attorney of the Land Owner 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 Lands and take control of the same for the purposes of developing the Project;

2. To remain in control of and enjoyment of the Subject Lands, and be responsible for the construction and development on the Subject Lands or any part thereof until the completion of the construction and 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 Lands 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 Lands 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 Lands 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 Lands 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 Land Owner 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 re-approval of layout

For AUM SHRI HOTELS & RESORTS PVT. LTD.

Authorised Signatory



GODREJ HIGHVIEW LLP

Authorized Signatory

| Reg. No. | Reg. Year | Book No. |
|---|---|---|
| 71 | 2017-2018 | 4 |

## प्रमाण–पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 71 आज दिनाँक 22/09/2017 को बही नः 4 जिल्द नः 126 के पृष्ठ नः 69 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 4 जिल्द नः 35 के पृष्ठ सख्या 46 से 48 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 22/09/2017

उप / सयुँक्त पँजीयन अधिकारी
सोहना

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 Lands 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 Lands 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, deeds, matters and things in respect of the Subject Lands 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 Lands, and for any other matter connected with and/or touching the development of the Project or the Subject Lands;

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 Lands by utilizing the entire FAR available in respect of the Subject Lands as are permissible under the

For AUM SHRI HOTELS & RESORTS PVT. LTD.

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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 of the Saleable Area, in conformity with the applicable law, rules, regulations and guidelines issued by the Government Authorities and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent the Land Owner 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 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;

17. 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;

18. To surrender any part of the Subject Lands 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 in accordance with the agreed terms of Development Agreement.

19. To exercise full, free, uninterrupted, exclusive and irrevocable marketing, advertising and branding rights in respect of the Project;

20. 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 in the manner provided in the Development Agreement and sign and execute all documents in this regard on behalf of Land Owner 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;

21. To raise advance, loan from any bank or a financial institution, inter-alia for the purposes of development of the Project, and to mortgage the Subject Lands 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 the Land Owner with any such bank or financial institution or any person and to do all such acts, deeds and things as

For AUM SHRI HOTELS & RESORTS PVT. LTD.

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may be necessary, incidental or ancillary for creation of any such mortgage.

22. 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 Lands 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;

23. 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;

24. To apply before any Government Authority and obtain sanctions / registrations etc. as may be required or necessitated under the applicable laws for the construction and development of the project, and also relating to the transfer of undivided share in the Subject Lands in favour of the prospective allottees / purchasers of the Saleable Area in the Project.

25. 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.

26. To protect the Subject Lands in such manner as the Attorney may deem fit and proper, and for that purpose to take all steps including appointment of security agencies, guards, approaching the police, home ministry / department and all other Government Authorities for maintaining law and order.

27. 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 Lands on behalf of Land Owner 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 Haryana 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, and to handover possession to the purchasers of the units / inventory, and to receive the revenue / consideration from the purchasers in the manner provided in the Development Agreement.

28. 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

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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 Land Owner in relation to the Subject Lands 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 as the said Attorney may desire or deem fit;

29. To institute, conduct or defend any legal proceeding and other matters concerning (excluding disputes between the Developer and Land Owner) the development of the Project on the Subject Lands 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;

30. 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;

31. 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;

32. 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 in favour of the Developer under the terms of Development Agreement.

33. The Developer is aware that the present GPA has been executed and registered by us in terms of Development Agreement dated 22.09.2017 referred to above. It is agreed and understood between the Parties that all powers mentioned in this GPA shall be subject to the terms and conditions contained in the aforesaid Development Agreement.

**AND**, Land Owner hereby agrees and undertakes to ratify and confirms 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.

For AUM SHRI HOTELS & RESORTS PVT. LTD.

Authorised Signatory

GODREJ HIGHVIEW LLP

Authorized Signatory

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

Signed and delivered for and on behalf of Aum Shri Hotels And Resorts Private Limited, through its authorized representative

For AUM SHRI HOTELS & RESORTS PVT. LTD.

Authorised Signatory

Name: Mr. Sushil Sharma
(Authorized representative of Aum Shri Hotels And Resorts Private Limited, duly authorized vide its board resolution dated April 1, 2014.

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Accepted for and on behalf of Godrej Highview LLP, through its authorized representative

GODREJ HIGHVIEW LLP

Authorized Signatory

Name: Mr. Saurabh Mohindru
(Authorized representative of Godrej Highview LLP, duly authorized *vide* its board resolution dated September 12, 2017.

**Witnesses:**

1. _____

Name: Ram Gopal Mittal
Address: 703, Rainbow Apts.
Sector-43, Gurgaon.

BRHAM PARKASH
NAMBERDAR
Vill. Raiseena, Teh. Sohna
Distt. Gurgaon (Hr.)

2. _____

Name: RISHABH MAHAJAN
Address 481, SHRI NIKETAN CGHS
PLOT-1, SECTOR-7,
DWARKA, DELHI - 110075

Drafted by
C.P. Batheja Adv.
Gurugram

## SCHEDULE-I
## DESCRIPTION OF SUBJECT LANDS

Lands measuring 18.744 acres situated in the revenue estate of Village- Dhunela and Sohna, Sector - 33, Sohna, Haryana comprised in the following Killa numbers –

| Village | Khewat/ Khatauni No. | Rectangle No. | Killa No. | Area | |
|---|---|---|---|---|---|
| | | | | Kanal | Marla |
| Dhunela | 81/81 | 47 | 1 | 8 | 0 |
| | | | 2 | 8 | 0 |
| | | | 3 | 8 | 0 |
| | | | 8 | 8 | 0 |
| | | | 9 | 8 | 0 |
| | | | 10/2 | 1 | 7 |
| | | | 11/1 | 7 | 7 |
| | | | **Kitta (7)** | **48** | **14** |
| Dhunela | 85/85 | 48 | 15/2/1 | 3 | 16 |
| | | | 15/2/2 | 3 | 16 |
| | | | **Kitta (2)** | **7** | **12** |
| Dhunela | 164/165 | 47 | 4 | 8 | 0 |
| | | | 7 | 8 | 0 |
| | | | **Kitta (2)** | **16** | **0** |
| Dhunela | 225/229 | 48 | 6/2 | 5 | 7 |
| | | | 7 | 4 | 11 |
| | | | 14 | 1 | 8 |
| | | | 15/1 | 0 | 8 |
| | | | **Kitta (4)** | **11** | **14** |
| Dhunela | 238/242 | 47 | 10/1 | 6 | 10 |
| | | | 11/2 | 0 | 13 |
| | | | 12 | 8 | 0 |
| | | | 13 | 8 | 0 |
| | | | 18 | 6 | 10 |
| | | | 19 | 6 | 2 |
| | | | 20 | 5 | 7 |
| | | 48 | 4/2 | 1 | 9 |
| | | | 5/1/1 | 1 | 19 |
| | | | 5/1/2 | 2 | 1 |
| | | | 5/2 | 4 | 0 |
| | | | 6/1 | 2 | 13 |
| | | | 16 | 4 | 4 |
| | | | 17 | 1 | 10 |
| | | | **Kitta (14)** | **58** | **18** |
| Sohna | 1091/1329 | 13 | 16 | 3 | 15 |
| | | | 25 | 3 | 6 |
| | | | **Kitta (2)** | **7** | **1** |
| **Total** | | | | **149** | **19** |
| | | | | **18.74375 Acres** | |

For AUM SHRI HOTELS & RESORTS PVT. LTD.

Authorised Signatory

GODREJ HIGHVIEW LLP

Authorized Signatory



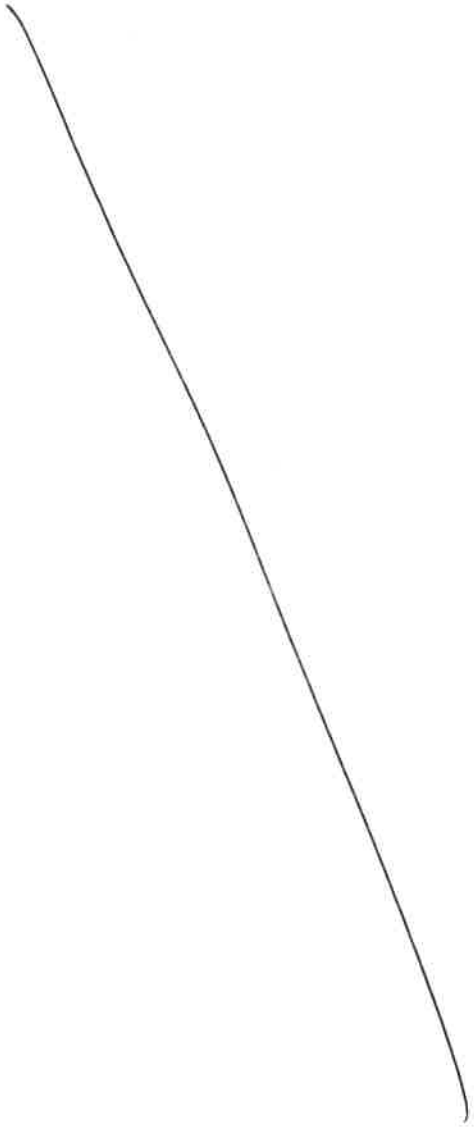
GODREJ HIGHVIEW LLP

Authorized Signatory



## SCHEDULE-II

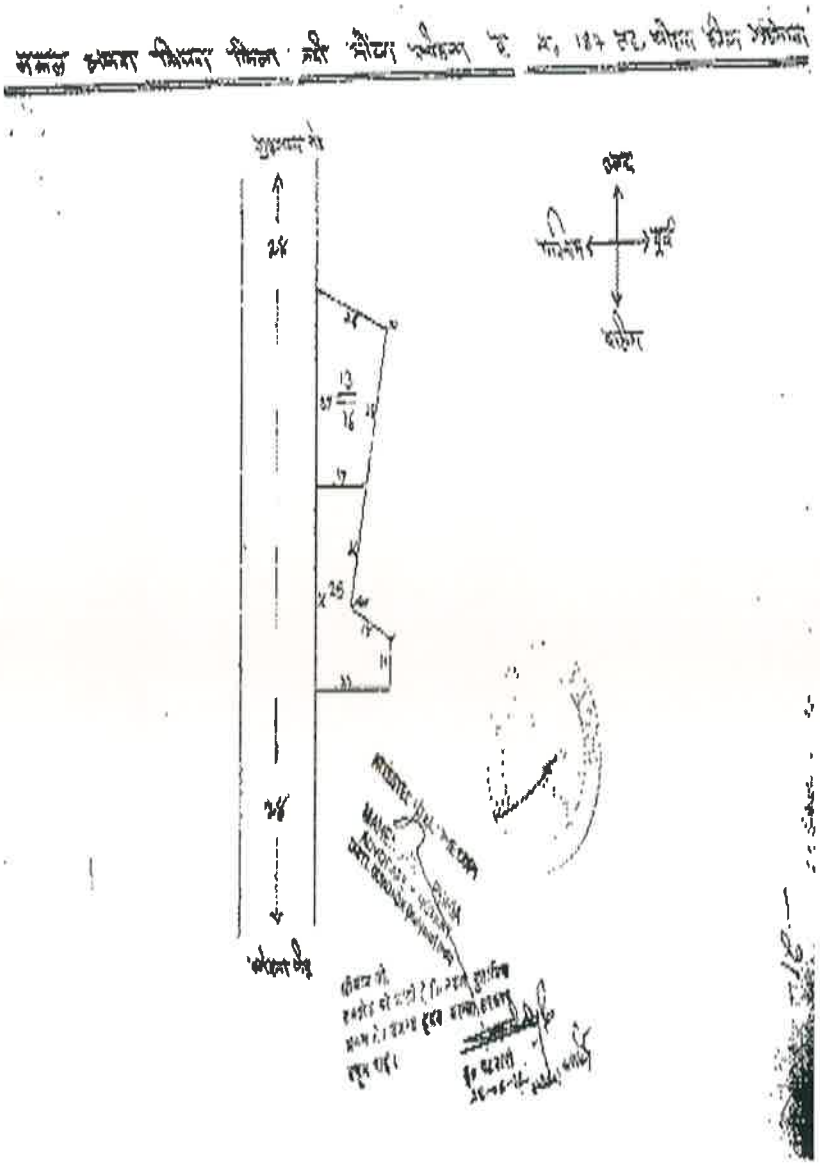
## PLAN DEMARCATING THE SUBJECT LANDS



GODREJ HIGHVIEW LLP

Authorized Signatory





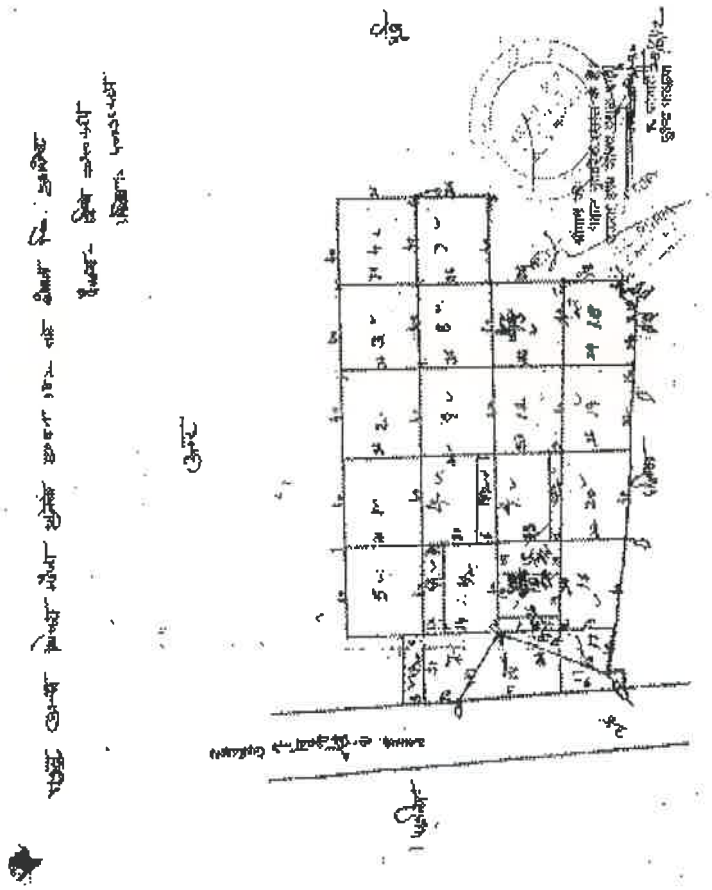
For AUM SHRI HOTELS & RESORTS PVT. LTD.

Authorised Signatory

GODREJ HIGHVIEW LLP

Authorized Signatory

## SCHEDULE-II
## PLAN DEMARCATING THE SUBJECT LANDS



For AUM SHRI HOTELS & RESORTS PVT. LTD.

Authorised Signatory

GODREJ HIGHVIEW LLP

Authorized Signatory



AUM SHRI
HOTELS & RESORTS PVT. LTD.

EXTRACT OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S AUM SHRI HOTELS AND RESORTS PRIVATE LIMITED, HELD AT ITS REGISTERED OFFICE AT 96-A/9, NEELKANTH APARTMENT, KISHANGARH, VASANT KUNJ, DELHI - 110070 ON 01.04.2014.

**PREAMBLE**

WHEREAS M/s Aum Shri Hotels & Resorts Private Limited, having its Registered Office at 96- A/9, Neelkanth Apartment, Kishangarh, Vasant Kunj, Delhi - 110070 are the owners of following properties:Land Measuring 18.744 acres in the revenue Estate of Dhunela, Sohna Sector -33, Gurgaon.

The matter of appointment of authorized signatory relating to the said properties was discussed by the board and the following resolutions are passed.

**RESOLUTIONS**

"UNANIMOUSLY RESOLVED that Shri Sushil Sharma S/o Late Shri Hari Ram Sharma residing at Village Silokhra, Gurgaon, be and is hereby appointed as Authorised Signatory of the Company M/s Aum Shri Hotels & Resorts Pvt. Ltd. inter-alia to do all necessary acts, deeds and following things pertaining/ relating to the said properties:

To negotiate, book, allot, market,enter into Agreement(s) for sale, Collaboration Agreement, Joint Ventures, MOU, mortgage, sell, transfer and/or lease in respect of the said property, or any part thereof in whole or in parts, to such person(s) or body and for such consideration and upon such terms and conditions and for such purposes, to enter into any agreement(s)



to sell/lease, supplementary agreement, writings, letters or any other document, to receive advances, part payment, balance consideration, security deposits, rents, premiums for the proposed built-up area to be built thereon, to issue receipt thereof.

To execute, sign and present the Sale Deed (s), Lease Deed (s),General Power of Attorney, Special Power of Attorney, Licence Deed (s), Agreement to Sell (s), Construction Agreement/s, Mortgage Deed (s), Transfer Deed (s), Assignment Deed (s) or any other Document (s), before the Registrar or Sub-Registrar or any other competent registering authority and get the same registered on behalf of our Company; to receive back the document(s).

To mortgage, create any lien, charge in respect of the said properties, in whole or in parts, to execute, sign and present for registration the Mortgage Deed (s) or any other document in this regard before the Sub-Registrar or any other competent registering authority;

To manage, control, supervise the said properties in all respects and to represent the Company before the concerned authority in this behalf;

To represent the Company before the officers of President of India, Governor of Haryana, Director General Town & Country Planning Department of Haryana, Haryana Urban Development Authority, Income Tax Department, HVPN, Tehsildar/ Revenue Officer /C.O./ S.D.M. Assistant Settlement Commissioner, Land & Building Department, Municipal Authority, State Enviornment Impact Assessment Authority Haryana, Airport Authority of India, Conservator of Forests, Gurgaon, Haryana, State Highway Authority, Central/State Government Offices or any other concerned authority in connection with the said properties and make any letter, document, representation and petition for all and any licenses, permissions and consents



required in connection with the work of development and construction of the said properties, to sign all forms, applications, agreements, to prepare, sign and submit layout plans, shajra plans scheme etc. or to give any undertaking, affidavit, statements, indemnity bond, etc. pay bank guarantees with regard to EDC including enhancements thercin, IDC, and/or any charges due and to take all necessary steps etc. and to fulfill the other requirements or directions as may be desired by the department in this regard and for the purposes incidental thereto and make payment of any charges due and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid.

To deal with and correspond with Haryana State Electricity Board and/or other authorities and/or officers for obtaining electric connections, electric power to the said properties (including making and putting up a sub-station) for and/or in respect of or relating to the building to be constructed and for that purpose to sign all letters, applications, undertakings, indemnities, terms and conditions etc. as may be required by the authorities concerned.

To construct, re-construct or renovate the said properties, to make any additions or alterations therein, to get the existing building plans for construction renewed, to make any re-construction, additions/ alterations, sign the same, submit and apply for their sanction to the concerned authorities, make application for revalidation, to receive the sanction plan and in connection therewith, to deposit the necessary fees, to appear, make submissions, file, withdraw all or any papers, affidavits, application, undertaking, guarantees, securities, surety, indemnities etc. on behalf of the Company.

To obtain the permits and quotas of the building materials, to appoint any employees, executives and engage any contractors, architects, labour, contractors, workmen, electricians,



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Corp. Off.: SCO No. 18, Sector 29, Gurgaon, Haryana 122001, Ph: 0124-4081020

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plumbers, engineers and any other person(s) for completion of the construction, additions, alterations, to sign any contracts, appointment letters, representations, furnish any indemnities, guarantees, to deposit securities and obtain discharge thereof including making applications and obtaining any Forms, sewerage connections, Completion Certificate and to pay any compounding fee, composition fee, regularisation fee, betterment charges on such terms and conditions as the said Authorised Signatory shall lawfully deem fit and proper.

To obtain refund of all securities, amounts and other deposits made with the concerned departments in his own name or in the name of his nominee (s) to give receipt thereof.

To appear, file applications, affidavits, fill prescribed forms and to pay necessary fees before any department of Central Government including Geological Survey of India for the purpose of taking clearance, No Objection Certificate, with respect to seismic zone for compliance of the mandatory requirements. To appear and act before the offices of Central and State Govt., to apply for and obtain any permission/sanctions from the offices of Central/State Govt. including permission under the Environment Protection Act, to give any statement, to sign any form, affidavit, applications, indemnity bond etc. on behalf of the Company and to obtain the same under his own signatures or under the signatures of his authorized signatory.

To get the water, electric, gas, power, sewer, telephone connections/meters installed or changed including enhancement of load in the said properties and for the purpose to sign and submit any applications, affidavits, undertakings, declarations, indemnity bonds etc., to deposit any securities, obtain discharge, file papers/ documents and withdraw the same from/before appropriate authorities and to make representations before the concerned officers /authorities.



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To get the said properties assessed for House tax, to pay the house tax and to get the refund thereof, if paid in excess.

To pay all moneys and charges payable in respect of the said properties, to pay all municipal and local taxes, rates, charges, expenses and other outgoings whatsoever payable for and on account of the said properties.

To defend any and all suits, petitions, applications and /or proceedings whatsoever arising out of or in connection with the said properties and/or for the purposes thereof to exercise all powers as our said attorneys may deem fit and proper, to sign, file and/or execute any and all papers, deeds, applications, documents, suits, defences, written statements, replies, applications, petitions, returns, revisions, appeals, declarations, affidavits and other things whatsoever as may be required.

The Company shall only be bound by all such acts, deeds and things done by Shri Sushil Sharma by virtue of this resolution which are lawful. In case any act, deed or thing done by Shri Sushil Sharma directly / impliedly contravenes under any provision of law, the said act shall not be binding on the Company.

CERTIFIED TO BE TRUE COPY.

For & On Behalf of M/s Aum Shri Hotels & Resorts Private Limited

(DIRECTORS)

(Sushil Sharma)



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LLPIN : AAH-5060

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE PARTNERS OF GODREJ HIGHVIEW LLP AT ITS MEETING HELD ON AUGUST 09, 2017**

**"RESOLVED THAT** approval be and is hereby accorded to enter into a Development Agreement with AUM Shri Hotels and Resorts Private Limited for development of land admeasuring 18.744 acres situated at revenue estate of village Dhunela and Sohna, Sector 33, Haryana on the terms and conditions set out in the draft Development Agreement to be entered into between the LLP and AUM Shri Hotels and Resort Private Limited.

**RESOLVED FURTHER THAT** Mr. Gaurav Pandey, Mr. Vikas Singhal, Mr. Saurabh Mohindru and Ms. Yamini Shivhare (hereinafter referred to as "Authorised Signatories" be and are hereby authorised severally to discuss, negotiate, finalise and execute the said Development Agreement with AUM Shri Hotels and Resorts Private Limited.

**RESOLVED FURTHER THAT** the authorized signatories be and are hereby authorized severally to accept the Power of Attorney to be issued by AUM Shri Hotels and Resort Private Limited.

**RESOLVED FURTHER THAT** the authorised signatories be and are hereby severally authorised to amend, modify and /or supplement the Development Agreement and to sign other deeds, documents, agreements, papers, undertaking, indemnities relating to or arising out of the said transaction to be consummated under the Development Agreement and do all such acts, deeds, writings and things as they may in their discretion consider necessary expedient or desirable in connection thereto.

**RESOLVED FURTHER THAT** the authorized signatories be and are hereby severally authorised to admit execution at the Sub-Registrar's office on behalf of the LLP.

**RESOLVED FURTHER THAT** the authority conferred by this resolution will be valid and subsisting till the above authorised signatories are in the employment of Godrej Properties Limited or any of its affiliate companies and shall ipso facto cease to be operative on earlier of the date on which it is revoked by a resolution passed by the Partners or the date on which any of the authorised signatories ceases to be in employment of Godrej Properties Limited or any of its affiliate companies."

**For Godrej Highview LLP**

**Authorised Signatory**

Date of Issue: September 12, 2017

