



By Birpal - Brahmpal S/o Sh. Vedprakash-1/4 ; Kiran - Desh Raj S/o Sh. Parmal Singh-1/4 ; Mahender Singh S/o Sh. Harichand-1/8 ; Sanjay - Naresh -Sarjeet sons and Mrs. Poonam daughter and Mrs. Natho Devi widow of Sh. Dharam Singh-1/8 ; and Daya Ram – Raja Ram S/o Sh. Gopi Chand-1/4 ; all R/o House No.- 120/1, Village Mohammadpur, Jharsa, P.O. – Narsingpur, Distt. Gurgaon, Haryana, Jointly called the Land Owners (hereinafter referred to as the EXECUTANTS)

WHEREAS THE EXECUTANTS are the absolute owner of the land bearing at **Mouja Sihi, Hadbast no – 108, Tehsil Manesar, District Gurgaon, Year 2009-10 Khewat or Jamabandi No 204//188, Page No 5 and 6, Khatauni No. 216 and Khewat or Jamabandi No. 214//196, Page No 3 & 4**, Khatauni No. 226 **Intkal No. 2357** Khata Jamabandi Sabak No 186, **Intkal No. 2421** Khata Jamabandi Sabak No 188 and 196, **Intkal No. 2769** Khata Jamabandi Sabak No 196, **Intkal No. 2799** Khata Jamabandi Sabak No 196/212 certified true copy dated 19-07-2013, **Intkal No. 2968** Khata Jamabandi Sabak No 204 and 214 certified true copy dated 18-07-2013, Virasat Murba No. 5, Kila No. 19(1-2), 20/2(1-9), 21/2(2-12), 22/1(4-0) Murba No.16, Kila No.5 (8-0), 6/1(4-0), 6/2(4-0), 7/2(3-11), 14(8-0), 15/2(7-17), 17/1(4-0) Murba No. 17, Kila No. 1/1(4-0), 1/2(4-0), 10/1(6-0), 10/2(2-0) 11(8-0) Kita 16 Rakba, 72 Kanal, 11 Marla (9.068 acre) Ka Vaka Sivana **Mouja Sihi, Tehsil – Manesar, District Gurgaon, Haryana** in the State of Haryana, hereinafter referred to as the "**Said Land**"

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Drafted By: Rajinder Kumar Gupta Adv Service Charge: 150.00 रुपये यह प्रलेख आज दिनॉक 07/08/2013 दिन वुघवार समय 12:40:00PM वर्ज श्री/श्रीमती/कुमारी Birpal पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Ved Parkash निवासी Mohammadpur Jharsa GGN द्वारा पँजीकरण हेतु प्रस्तुत किया गया। इस्ताश्वर प्रस्तृतकतां उप/सयुक्त प्रजीयन आधिकारो Manesar ज्ञ Birpal, Birahmpal, Kiran, Desh Raj May Naresh, Sarjeet, Poonam, Natho Devi, Daya Ram, Raja Ram उपरोक्त पंशकतां व श्री/श्रीमती/कुमारी Thru-Virender Singh Dhanon प्र -प्राधिकत हाजिर है। प्रस्तुर्त प्रलेख के तथ्यों को दोनों पक्षो ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों को पहचान औं/ओमती/कुमारौ Rainder Kumar Gupta पुत्र/पुत्री/पत्नी औ निवासी ADv GGN व श्री/श्रीमती/कुमारी Vinod Gola पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Shri Sabha Ram निवासी FH Subash Vihar Delbi 110053 ने को। साक्षी ने: 1 को हम तम्बरदार/अधिवकता के रूप में जानते हैं तथा वह साक्षी न: 2 की पहचान करता है। दिनॉक ()7/08/2013 Pronam 1/10-उप/सय्कत पंजीयन Manesar धाननग DayaRany 2 Revenue Department Harvana HAR RTI Natho De NIC-HSU U.S.

AND WHEREAS the Executants have entered into a Collaboration Agreement dated The August 2013 (hereinafter refereed to as the 'said Collaboration Agreement') with M/s AVL INFRASTRUCTURE (P) LTD. a company registered under the provisions of the Companies Act., 1956, having its registered office at Plot No.01, Green Park Main, New Delhi-110016 through its Director Sh. Virender Singh Dhanda S/o Sh. Chander Bhan Dhanda R/o House No.02, Green Park Main, New Delhi-110016, or through any person designated by it, as its nominee(s) (hereinafter referred to as the 'Developer') with respect to development on the said Land (hereinafter referred to as the 'Project')

AND WHEREAS in terms of the said Collaboration Agreement, the Land Owners are required to provide a special power of attorney to the Developer authorizing, it to apply and procure all licenses, sanctions, approvals, no objections, permissions construction, procement, development, marketing, sale, maintinance etc., for the development of said Land and also the Project.

AND WHEREAS in pursuance thereof, the Executants doth hereby appoint, nominate and constitute Mr. Virender Singh Dhanda, Director of the Developer, i.e., M/s AVL INFRASTRUCTURE (P) LTD. (hereinafter referred to as the 'Attorney') by virtue of these presents as their lawful Attorney and authorize them to do, perform and to execute, for & on its behalf, all or any of the acts, deeds, matters and things for the development of the said Land and the project under the said Collaboration Agreement dated

1. To enter upon and survey the said Land, prepare lay out plans and service building palns, drawings etc. and to do or cause to be done all such acts, deeds and things as may be required to carry out or cause to be done all activities for the development and construction on the said Land and to deliver the project in accordance with the terms and conditions of Affordable Housing Policy in Haryana



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by DTCP, for construction of Affordadable Residential Flats and also to develop commercial area in the project.

To sign, execute, verify, affirm, swear, declare, apply and submit all forms and 2. applications, with the Department of Town & Country Planning, Haryana ("DTCP") or Harvana Urban Development Authority ("HUDA"), Department of Urban Development and all the concerned regulatory authorities, for grant of licenses, approvals, sanctions, consents, no objections, permissions under relevant laws. rules, regulations, orders, notifications for the development of the said Land or part thereof to be developed in conjunction with the other lands or as a stand alone project and to follow up the same with the authorities/departments/agencies etc. to sign, execute and submit all relevant data(s), agreements, bilateral agreements, documents, applications, affidavits, undertakings etc. to obtain, permissions, consents, approvals and sanctions of the layout plans, service building plans, Drawings, Zoning Plans, Shajra plans, water & electricity and sewerage connections. and receive completion certifictes, etc. and to furnish undertakings, bank quarantees, bonds etc, with regard to External Development Charges ("EDC") Infrastructure Development Charges ("IDC"), Infrastructure Augmentation Chrages ("IAC") and to pay/deposit on behalf of the Executant, all requisite fees security, and charges including but not limited to, license fees, scrutiny fees, EDC & IDC, IAC, cess, duties, renewal charges, service charges, conversion fee, etc., or to fulfil any other requirement or directive of the Government Department or Authority required to be fulfilled by the Executants in this regard.

3. To receive Letter of Intent ("LOI") licenses, and all permissions, approvals, no objetions/consents from the authorities, in respect of the development of the said Land and the project etc. on the behalf of the Executants,





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4. To withdraw any application including application for grant of license, approval of lay out plans, building plans and permissions / sanctions/approvals/consents/no objections for civic amenities and facilities and any other documents, affidavits undertakings etc. from the office of state government authorities/ departments /centrtal government and resubmit afresh the same and obtain revised license/s, lay out plans/Building Plans, approvals, sanctions, consents, no objections, permissions from the concerned authorities and to claim, demand and receive on behalf of the Executant refund of the fees/charges/ deposits/securities etc. deposited with the authorities in connection with the development of the said Land and the project.

5. To make, sign and submit all applications, deeds and documents as may be required to be submitted with the concerned authorities for renewal of licenses, permissions/sanctions/consent/no objection certificates/approvals etc, and to receive renewed licenses/permissions/ sanctions/consent/no objection certificates/approvals etc, from the authorities.

6. To make, sign, submit applications with the authorities/ departments/officials/ for change of the developer for the development of the said Land and to receive no objections/permissions thereof from the authorities in respect thereof.

7. To apply for and receive the No Objection / permission for transfer of license of the said Land with the Government Authorities and to get the license transferred in its own name or in the name of its nominee(s) /associate(s)/group company(ies), as the case may be and to deposit any fee including transfer fee in respect thereof.

8. To develop the said land by way of construction of buildings and other super structures as may be permissible under law and for that purpose to sign, execute, Memorandum of Understanding, Development Agreement, Contractor Agreement, Collaboration Agreement and any other arrangement / agreement on such terms and conditions as the attorneys may negotiate and agree, hand over possession of the land to the contractor, developer, colonizer for the purpose of construction,

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development and completion of the construction activity and to do all acts, deeds and things as may be required from time to time in this regard.

9. To appoint and/or remove architects, Engineers, Supervisors, R.C.C. Specialists, Contractors, Workmen, Clerks, and other staff members, Advocates, Counsel and other persons as our attorneys deem fit and on such terms and conditions as may decided by the said attorney for the purposes mentioned in these presents.

10. To make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alternations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of layout, Building Plan and/or for the purpose of constructing/building on the said Land more particularly described in the Schedule hereunder written utilizing the entire FSI/FAR available in the respect of the said land as are permissible under development rules from time to time.

11. To apply for and obtain requisite permissions, approvals, NOC from the concerned authorities such as Fire Department, 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 Bond and such other papers and documents and may be required for these authorities from time to time.

12. To commence, carry on and complete and/or cause to be commenced, carried out and completed construction work on the said Land in accordance with the license or sanctioned building plans and specifications whether amended or

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otherwise and carry out the terms and conditions of such sanctioned plans, Commencement Certificate, layout etc.

13. To apply for and obtain the completion certificate and /or occupation certificate either as a whole or in parts from the authorities concerned and for that purpose to sign, execute, file and submit the completion plans, Application, Notice and all such other papers and documents as may be required from time to time.

14. To carry out all the requisitions that may be made by all the authorities concerned including by the Municipality, HUDA, DTCP, the Government of Haryana and all the Officers of such authorities.

15. In case of any claims, objections, encumbrances the attorney(s) is/are empowered to remove and settle the same and to clear the title at its costs and responsibilities.

16. To make necessary applications for procuring permits and quotations for cement, steel and other building materials and for the purpose to sign and execute such applications, affidavits, undertakings, indemnity bonds and such documents etc. as may be required and to represent before the concerned authorities and to receive the same and make payments for such permits, quotations etc.

17. To sell, transfer or assign the said Land alongwith the constructions as and when so constructed either as a whole or in parts and for that purposes to sign agreement for sale, sale deed, transfer deed and any other documents as may be required in this regard, to receive advance sale consideration, full and final sale price, earnest money etc. and to present the same for registration before the concerned registering authority to admit execution thereof and also to hand over possession to anyone.





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18. To apply for and obtain the requisite permissions and approvals for the transfer of the said land along with the constructions thereon from the concerned authorities including but not limiting to the authorities under Government of Haryana, HUDA, DTCP and any other concerned Authority under the State / Central / Local Authorities.

19. To lease or licence the said land and also building and other structures as and when so constructed on the said land and to receive rent, licence fee, deposits, advance etc., from the occupier and for that purpose to sign execute letters or intent, lease agreement/ lease deed/ license deed, present the same for registration and admit execution before the registering authorities, to hand over possession and to receive possession from the tenants/s/occupiers in accordance with the terms and conditions of collaboration agreement dated $n - \sigma \theta - \rho v_{2}$

20. To execute all documents including but not limiting to all Agreements Deeds, Instruments, rectification deeds, Deed of Modification, Rectification, Addendum etc. of transfer in respect of the said land and the buildings to be constructed in the said land, to present the same for registration before the concerned registering authorities and admit execution thereof.

21. To sign and submit challans, on the behalf of the Executants for payment/deposit of security, license fees, scrutiny fees, bank guarantees, cess duties, external development charges (EDC), infrastructure development charges (IDC) infrastructure augmentation charges (IAC), transfer charges and all other fees and charges of any nature whatsoever and whatever name it may be called which are payable to regulatory authorities or any department or office of the State Government of Haryana, Chandigarh or Gurgaon or else where the same be situated for the development of the said Land.





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22. To get the public notices or information advertised / published in any news paper and in such languages, as may be required or provided in law or bye laws/norms/guide lines laid down in this regard by the authorities concerned or wherever the Attorney feels necessary in connection with the marketing/sale /maintenance/development/permissions/ approvals/sanctions/no objections for the said Land and the project.

To appear and represent before the Director, Town and Country Planning 23 Department, Senior Town Planner, District Town Planner, HUDA, Electricity, Drainage & Water Supply department, officials or any other regulatory authority/body or department concerned with the provisions of providina various permissions/approvals/sanctions for services and amenities with respect to the proposed development to be undertaken on the said Land and to sign and submit any application, claim reply, affidavit, undertaking, agreement. appeal. representation or do correspondence with the concerned authorities / departments / agencies or their officials in respect of various approvals, permissions, sanctions, consents, no objections etc.

24. To represent, appear personally or cause appearance through its agents / authorized officers / representatives / pleaders and defend, contest or files reply or prefer objections or Appeal or Revision, review, to any notice, show cause notice, letter, notification or order or directive of any Authority/local bodies or any other statutory bodies or the Land Acquisition Collector, received by the Executants or the Attorney, concerning the said Land and the project and commence, institute and initiate legal proceedings including but not limited to filing of suit, appeal, writ, revision, review, before any Court of Law and to get the said Land free from the Acquisition/notified proceedings under the Land Acquisition Act and to do all such acts, deeds and things as may be required for getting the said Land exempted from

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the purview of acquisition or to take compensation with respect to the said Land. To make sign, swear and submit any suits, petitions documents, undertaking, agreement, affidavit, bonds etc. for getting the said Land released from notifications of acquisition and for this purpose also to appear or cause appearance, represent and file proceedings/ applications / compromise before any courts, government authorities / agencies / department / Land Acquisition Collector.

To defend, contest, respond/reply/correspond or file Appeal(s), Revision(s), 25. Review or any other legal proceedings to any notice, show cause, letter, notifications or order or directive of any authority received by the Executants or the Attorney for and in connection with the development of the said Land and the project or its permission/approval/ sanction / no objection and to accept service of summons or other legal process or notice of any legal proceedings including suit, appeal, writ, revision, review and or/to appear or cause to appear before any court(s) including High Court(s), Supreme Court and all courts of civil, revenue, criminal, Tribunal, Forum etc., and to commence, institute, prosecute or defend or compromise any action or legal proceedings in any court(s), Tribunal & Forum and/or all statutory authorities appointed under any Act or law and to sign, verify, petition, written statements/rejoinders, counterclaims, complaints, appeals, reviews, revisions, representations, applications, affidavits, undertakings etc., that may be required to be executed in any legal proceeding concerning the said Land or its development or its permissions/sanctions/approvals. To make statement on oath or otherwise or file any document and participate and conduct proceedings on behalf of the Executants in any manner. To make sign and submit and/or withdraw any applications, plans, documents, affidavits, undertakings etc. in the office of government authorities / revenue authorities / departments/central government including the Sub-Registrar, Sub-Divisional Magistrate, Additional District Magistrate, Collector or Financial Commissioner which may be required for the purpose of development and construction over the said Land and the project.

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26. To engage and appoint Pleader(s), Advocate(s), Solicitor(s) and to sign Vakalatnama(s) on behalf the Executant to represent and act in any Court of Law including District Courts, High Court, Supreme Court, Revenue Courts, Tribunal, Forum (judicial or otherwise or before any Authority/agency, Central/State Government in respect of clauses 24 & 25, above.

27. To sign, execute and file/submit any and all deeds agreements, representations, instruments and documents and to do all acts deeds and things which shall be necessary for giving full and complete effect to the said Collaboration Agreement and to present such documents, instruments, deeds etc., including the Collaboration Agreement dated 7^{W} August 120/3 for registration with the Sub-Registrar or Registrar having authority to register such deed, agreements and documents and to admit the execution of deeds, agreements and documents on behalf of the Executants and to do all acts, deeds and things incidental thereof which the Attorney shall consider necessary for fully and effectually satisfying the intent terms and conditions of the Collaboration Agreement dated 7^{W} August 2013 in all respects as the Executants could do the same by itself.

28. To apply & obtain clearance of the Central and State Pollution Control Board, Haryana and to deposit all charges, fees, undertakings, affidavits, declarations etc., as my be required to procure the said approval and clearance of the Central/State Pollution Control Board.





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To sign and submit any application/s or document/s or do correspondence for 29. and on behalf of Executants with HUDA and any authority or department in connection with the development, construction, sale, marketing, maintenance on the said Land and also related to the said project and various permissions/approvals/sanctions/consents/no objections, as may be required there for.

30. To pledge/hypothecate/mortgage any part of the said land and/or deposit the title deeds of the said land with any bank/financial institution, to raise loans and finances and to sign, execute all necessary documents and to do all acts necessary to be done in this regard in respect of the said project as per collaboration agreement dated $\frac{7^{lk}}{20/3}$. The liability of the payment of the loan including all interest/penalties thereof shall solely be that of the attorney.

31. To appear before DTCP, Assistant Director Urban Estate, HUDA, Department of Urban Development or any Government Authority, Department Statutory body or other designated authority and to do all acts and deeds as maybe required from time to time so as to carry out any of the purposes or powers mentioned in this presents.

32. To exchange with the Government / HUDA or any of its agencies or any private land owners, any part of the said Land with an equal area of Land in the interest of the smooth delivery and/or in the interest of the project.

33. To delegate any or all of the power as mentioned above or any other, for or on behalf of the Executants, to one or more persons severally or jointly, as may be deemed necessary by the said Attorney and to revoke such delegation of authority at

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34. That this Special Power of Attorney is irrevocable and shall remain valid and we shall ratify all the acts, deeds and things done in pursuance of this Power of Attorney including the appointment of further attorney(s)

AND GENERALLY to do and perform all acts, deeds, matters and things as may be necessary or deemed fit & proper by the said Attorney and which are not specifically mentioned in this deed for carrying out all or any of the aforesaid purposes.

And the Executants hereby agrees that all such acts, deeds or things done by the said Attorney by virtue of the powers granted under this instrument shall be construed as acts, deeds, and things done by the Executants in person and they undertake to ratify and confirm all and whatsoever that the said Attorney shall lawfully do or cause to be done thereunder

In Witness Whereof the Executants have signed this Power of Attorney on this <u>make day of Ampust</u>, 2013.

Signed and delivered by the within named Executants.

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