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For SAS SERVIZIO PVT. LTD.

Authorised Signatory

**General Power of Attorney** 

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HUNDRED RUPEES

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THIS GENERAL POWER OF ATTORNEY ("GPA") IS EXECUTED on this <u>711</u> day of October, 2012 at Gurgaon by:

 SAS SERVIZIO PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its corporate office at 10<sup>th</sup> Floor, Tower D, Global Business Park, MG Road, Gurgaon-122002, acting through its representative Mr. Sundeep Kalsi, who has been duly authorized and empowered to execute this GPA vide board resolution passed in the meeting of the board of directors held on 15.10.2012;

 SUMEL BUILDTECH PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its corporate office at 10<sup>th</sup> Floor, Tower D, Global Business Park, MG Road, Gurgaon-122002, (hereinafter referred to as "LS-1"), acting through its representative Mr. Sunil Dobhal, who has been duly authorized and empowered to execute this GPA vide board resolution passed in the meeting of the board of directors held on 15.10.2012;

For SUMEL PROJECTS PVT. LTD. Authorised Signatory

Page 1 of 9

For SUMEL DEVELOPERS PVT. LTD.

Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory

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उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru- Suneet Puri प्राधि	धकत हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षो ने
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3. **SUMEL PROJECTS PRIVATE LIMITED,** a company incorporated under the Companies Act, 1956 having its corporate office at 10<sup>th</sup> Floor, Tower D, Global Business Park, MG Road, Gurgaon-122002, (hereinafter referred to as "**LS-2**", acting through its representative Mr. Sunil Dobhal, who has been duly authorized and empowered to execute this GPA vide board resolution passed in the meeting of the board of directors held on 15.10.2012; and

4. SUMEL DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its corporate office at 10<sup>th</sup> Floor, Tower D, Global Business Park, MG Road, Gurgaon-122002, (hereinafter referred to as "LS-3", acting through its representative Mr. Sunil Dobhal, who has been duly authorized and empowered to execute this GPA vide board resolution passed in the meeting of the board of directors held on 15.10..2012.

("SAS Servizio Private Limited", "Sumel Buildtech Private Limited", "Sumel Projects Private Limited" and "Sumel Developers Private Limited" are hereinafter collectively referred to as the "Executants" and individually as "Executant")

#### **IN FAVOUR OF:**

For SAS SERVIZIO PVT. LTD.

Authorised Signatory

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory

Page 2 of 9

For SUMEL DEVELOPERS PVT. LTD.

For EXPERION DEVELOPERS PVT. LTD.

Authorised Signatory

Director/Authorised Signatory



**Revenue Department Haryana** 

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For SUMEL BUILDTECH PVT

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**EXPERION DEVELOPERS PRIVATE LIMITED,** a company incorporated under the provisions of the Companies Act, 1956, having its registered office at F-9, First Floor, Manish Plaza 1, Plot No. 7, MLU, Section 10, Dwarka, New Delhi – 110,075, (hereinafter referred to the **"Attorney/EDPL"**) and its nominees Mr. Hirdesh Bedi Shri C.K. Bedi and Mr. Suneet Puri son of Sh. Chamanlal and any other Person as may be nominated by EDPL.

रि न्र

#### **NOW WHEREAS**

A. LS-1, LS-2 and LS-3 collectively own and have vacant and peaceful possession of an aggregate of 27.025 acres of land situated at Sector 108 Gurgaon, Haryana more particularly described in Schedule – "A" attached hereto (collectively referred as the "SAS Land") in respect of all of which the development rights have devolved upon the Executants or shall devolve upon each of LS-1, LS-2 and LS-3 upon issue of license ("License") by the Director-General, Town and Country Planning, Government of Haryana, ("DGTCP") upon application for such License to be made upon execution hereof and immediately with LS-1, LS-2 and LS-3 being vested with such development rights in respect of the SAS Land in terms of the License, all of such developments rights shall be automatically vested into SAS in terms of an understanding to this effect between SAS and LS-1, LS-2 and LS-3 and immediately thereupon, transferred by SAS to EDPL and and/or nominees of EDPL as may be named by EDPL in terms of the SAS Agreement (as hereinafter defined).

B. Certain land-owning companies being LC-1, LC-2, LC-3, LC-4, LC-5, LC-6 and LC-7 along with EDPL as described in the SAS Agreement ("LOCs A") and LS-1, LS-2 and LS-3 ("LOCs B"), along with Sophia Construction Limited ("Sophia") as described in the SAS

For SAS SERVIZIO PVT. LTD. For SUMEL PROJECTS PVT. LTD. Page 3 of 9 5.03 For SUMEL DEVELOPE TITD Authorised Signatory Authorised Signatory FOR EXPERION DE NELOPERS PVT. LTD. Authorised Signatory ST. V 10

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Agreement, along with other parties, have entered into a binding collaboration agreement dated  $3\phi - 10 - 20$  (herein referred to as the "SAS Agreement or Agreement") whereby each of such "LOCs B" hereto has agreed to contribute its respective portions of lands forming the entire SAS Land and Sophia has agreed to contribute the "Sophia Land" (as detailed in the Agreement) into a common pool wherein each of the "LOCs A" has also agreed to contribute its respective lands ("EDPL Land") as detailed in the Agreement with the aggregate of such SAS Land, the Sophia Land and the EDPL Land forming the "Total Land" as defined in the Agreement for development of the "Project" (as defined under the Agreement) in terms of the License and the Agreement.

- C. As per terms of the Agreement, EDPL is entitled to apply to the DGTCP to obtain the License for development, construction and implementation of the Project on the "Existing Land" (as defined under the Agreement). Furthermore, EDPL is also entitled to carry out development and implementation of the Project as described in the Agreement (hereinafter referred to as "Development") upon the License being received from the DGTCP.
- D. In terms of Clause 3.6 of the Agreement, the Executants have undertaken to jointly and severally grant this GPA upon execution of the Agreement in favor of EDPL and hence, this GPA is being executed by the Executants.
- E. The Executants hereby jointly and severally execute this GPA in respect of the entire SAS Land for the purposes of obtaining the "License" from the DGTCP as well as "Approvals" from various government and competent authorities for the purpose of the Development to be undertaken by EDPL on the Existing Land in the manner hereinafter appearing and subject to applicable laws, but without any power to sell, mortgage, charge on the SAS Land or any part thereof until separately authorized by the Executants in terms of the SAS Agreement.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESSETH that we, the Executants, jointly and severally, do hereby irrevocably nominate, constitute and appoint the said EDPL, through its directors / authorized representatives and/or its substitutes as it may appoint / nominate from time to time for the purpose of this GPA, to be our true and lawful attorney ("the said Attorney") in its name and on our behalf to do and execute entirely for and on our individual and collective behalf all such acts, deeds, matters and things and to exercise all or any of the powers and authorities hereby confirmed in respect of the development on the SAS Land forming part of the Development of the Project on the Existing Land in terms of the Agreement or otherwise as may be deemed necessary by the Attorney: and

#### TO DO THE FOLLOWING ACTS AND ACTIVITIES FOR OBTAINING LICENSE

1. To apply for grant of the License; and to obtain other licenses, change of land use certificates, permits and permissions, sanction of building plans and any modifications thereof, necessary approvals, no objection certificates, clearances, consents, orders and directions from any statutory/competent authority ("Approvals") related to the

For SAS SERVIZIO PVT. LTD.

For EXPERION

Director/Authorised Signatory

For SUMEL PROJECTS PVT. LTD.

Page 4 of 9

Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.

Authorised Signatory

Tool Authorised Signatory



Development of SAS Land and to generally do all acts, deeds and things for and on behalf of the Executants as may be required for the License.

To represent us, jointly or severally, before any and all the concerned authorities for all matters in connection with or related to seeking requisite Approvals and other permissions/approvals/licenses, including but not limited to water, electricity, fire safety and emergency plans, environmental, road, completion / occupancy certificates, FAR/FSI, infrastructural facilities, services and amenities etc. for the development of the SAS Land forming part of the Project and for that purpose to sign all such applications, papers, documents, writings, agreements, assurances, undertakings, etc., as may be required from time to time, to carry on correspondence with the competent authorities under the applicable laws, to deposit fees and charges in respect thereof

To prepare, make, modify, submit, re-submit, sign, affirm and execute plans, applications, forms, and such other documents, guarantees, indemnities, undertakings, deposits, agreements and understandings as may be required for obtaining of change of land use of the SAS Land, licenses, additional licenses, renewal of the License and Approvals and to present the same before any competent authority for purposes of the Project as may be deemed necessary by the said Attorney or as may be required by the competent authorities;

To represent us and participate in all meetings and hearings in all the offices of the President of India, Government of India, Ministries (State and Centre), Government of Haryana, Governor, State of Haryana, Director Town & Country Planning Department, Haryana, Haryana Urban Development Authority, Environmental Authorities, Pollution Control Board, Airport Authorities, Military and Defense Authorities, Roads and Highway Authorities, Water, Sanitation & Sewage Departments, Electricity Department and State Electricity Boards, Forestry and Animal Husbandry Departments, Panchayats, local government agencies, Block Development Offices, Revenue Departments, Income Tax Department, Municipal Corporation, Fire Authority, Geology and Mining Department or any other government authority/local body and/or court of law, to sign, make, confirm, affirm, deny, present, execute and register, if required, any letters, documents, applications, forms, objections, replies, representations, deeds, undertakings, guarantees, assurances, indemnities for any and all Approvals and the License/Project and to make payment of fees, deposits, charges, incur costs and expenses, to receive refunds and issue receipts, to take all necessary steps and to do or cause to be done all such acts, deeds, matters and things for the purposes aforesaid.

# AND TO DO GENERALLY THE FOLLOWING ACTS POST OBTAINING OF THE LICENSE AND IN TERMS OF THE AGREEMENT

To carry out the Development of the Project in accordance with the sanctioned building plans, the Agreement and the terms of the License, either by itself or through architects, engineers, designers, agents, attorneys, contractors, consultants, agencies, supervisors, surveyors, staff and employees etc. as the said Attorney may determine subject to the terms of the Agreement and the terms of the License and in accordance with such other directions and orders as may be given by the DGTCP and any other competent authorities as well as in accordance with applicable rules and regulations of the Government of India, the Government of Haryana, DGTCP and/or other concerned authorities in that behalf from time to time or as may be deemed necessary or expedient



ForS

Authorised Signatory

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory

Page 5 of 9

For SUMEL DEVELOPERS PVT. LTD.

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SUMEL BUILDTECH PVT.

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For EXPERICIT

Director/Authorised Signatory

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OF SAS SERVIZIO PVT. LTD.

by the said Attorney in order to fulfill the obligations imposed upon the said Attorney under the Agreement.

2. To prefer appeals against any direction, order, decree, judgment or notification of any court/competent authority and/or any other statutory authority that may be made under the provisions of applicable laws for purposes of the SAS Land and the Project.

3. To enter upon the SAS Land with or without the said Attorney's surveyors, architects, engineers, consultants, advisors, contractors, agents etc. along with their tools, plant, equipment, machinery and workers for purposes of commencing and continuing the development thereon forming part of the Development of the Project as per the Agreement.

4. To draft and present letters, undertakings, affidavits, petitions, counter statements, written statements, appeals, applications, writings and documents, representations, complaints, reviews, writ petitions etc. before any court, the Assessor & Collector, DGTCP and other authorities including any tribunal in regard to any matter relating to the SAS Land and the Project including the fixation of ratable value of the SAS Land and in respect of the development to be carried out on the SAS Land and for Development of the Project and/or any part thereof.

To appear before any competent authority in connection with development on the SAS Land and Development of the Project for purpose of obtaining any No Objection Certificates (N.O.C), Approvals, License or other licenses, sanctions, permissions and approvals from the DGTCP/other competent authority including the Fire, Pollution Control, Labour, Mines, Geological, Archaeological, Water, DHVNL and HVPNL, Environmental, Forest and Airport Authorities etc. in connection with development on the SAS Land and Development of the Project.

To apply to any competent authority and file requisite applications for obtaining any material for the development on the SAS Land and Development of the Project and to make applications as also to correspond with the concerned authorities and to do such other acts, matters and things not mentioned herein as the said Attorney may think fit and proper for the purpose of the development on the SAS Land and Development of the Project.

To purchase insurance for the Project against loss or damage against fire, lightning, tempest riots, strikes, civil commotion, enemy action, terrorism and terrorist action, malicious damage, floods and natural perils including landslide, rockslide, cyclones, inundation, earthquake etc. as the said Attorney may consider necessary and to pay the premium costs thereof on our behalf.

To pay for and on our behalf any deposits, fees, fines, penalties and costs as may be required to be paid to the DGTCP and other concerned authorities and as may be necessary for the purpose of development on the SAS Land and Development of the Project and to claim and receive refund of any description and give valid and effectual receipts thereof in the name of and on our behalf in connection therewith.

9. To deal with any of the government, semi-government bodies and authorities and/or organization regarding any matter relating to the development on the SAS Land and the Project and to make submissions and representations before any such bodies / organization / authorities in order to obtain all Approvals and other permissions relating to the development on the SAS Land and the Project.

or SAS SERVIZIO PVT. LTD.

For SUMEL DEVELOPERS PVT. LTD.



For SUMEL PROJECTS PVT. LTD.

Page 6 of 9

Authorised Signatory

For EXPERION DEVEL Director/Authorised Signatory OPERS PVT. LTD.

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FOR SUMEL BUILD TECH PVI

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OF SAS SERVIZIO PVT. LTD.

- 10. To prosecute, institute or defend any suit, claim, complaint or proceedings that may be necessary or expedient for all or any of the above purposes related to the development on the SAS Land and the Project and for such purposes, to appoint any advocate (including any Senior Advocate), advisors, consultants, pleaders, representatives and agents for and on our behalf, to negotiate, agree, settle and pay all their consultation fees, costs and expenses, pay necessary court fees and incur related costs and expenses and to prosecute and defend such legal proceedings in or before any court or tribunal or officers or appellate or revision courts or any other authorities and for such purposes, the said Attorney may accept the service of any summons or notices issued by any court, tribunal and/or any competent authority for and on our behalf and reply to the same in such a manner as the said Attorney may consider it necessary or expedient.
- 11. To prefer any appeal against any order or orders that may be passed by any court, tribunal including any special leave petition or appeal as may be filed in the Hon'ble Supreme Court of India or other appellate courts from and against all or any of the orders that may be filed by any court, appeal court or any other court of competent jurisdiction related to the development on the SAS Land and Development of the Project.
- 12. To execute decrees that may be passed by any court of competent jurisdiction related to the SAS Land and its development and Development of the Project and to take out execution proceedings as the said Attorney may consider necessary or expedient.
- 13. To refer any and all disputes relating to this GPA, development on the SAS Land and the Project to mediation or arbitration, if necessary, and to institute proceedings in a court of appropriate jurisdiction and to conduct, prosecute/defend such matters before such court, the mediator or arbitrator and to appoint advocates, advisors and consultants for purpose of making submissions and statements, both oral and written, and to sign any settlement or compromise as the said Attorney may consider beneficial on our behalf.
- 14. To further appoint, nominate and constitute any of its officials, directors, managers, nominees or associates as its duly constituted and lawful attorney for and on our behalf to exercise all or any of the powers conferred upon the said Attorney by these presents and to cancel, withdraw, amend, modify and/or revoke any of such powers conferred upon any of such attorneys by the said Attorney.
- 15. To do all other acts, deeds, matters and things in respect of the development on the SAS Land and Development of the Project including representing us, individually and collectively, before and corresponding with the DGTCP and other competent authorities for any of the matters relating to the development to be carried out on the SAS Land and Development of the Project and any other matters pertaining thereto.
- 16. To appoint at its sole discretion any other attorney or attorneys as the said Attorney may consider necessary.
- 17. **AND GENERALLY TO DO AND PERFORM** all such other acts, deeds, matters and things in regard to the SAS Land, the development on the SAS Land and Development of the Project not mentioned herein but which are otherwise necessary and convenient for all or any of the purposes aforesaid in respect of the development on the SAS Land and Development of the Project and for giving full effect to the powers hereby conferred fully and effectually as the Executants could do individually and collectively.
- 18. This GPA has been granted in accordance with the terms of the Agreement for binding consideration and is irrevocable in nature and shall remain binding on all representatives,

or SAS SERVIZIO RVT. LTD.

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Director/Authorised Signatory

or SUMEL DEVELOPERS PVT. LTD.

Authorised Signatory

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For SUMEL PROJECTS PVT. LTD.

Page 7 of 9

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successors, executors and administrators of the Executants.

**AND THE EXECUTANT DOTH HEREBY** state that all acts, deeds or things done, performed, executed by the said Attorney or the agents/nominees/attorneys as may be appointed by the said Attorney pursuant to these presents, shall be binding, jointly and severally, upon the Executants as if each such act, deed or thing has been done individually or collectively by the Executants as if personally present to do so and the Executants doth hereby, jointly and severally, undertake and agree to ratify all such acts, deeds or thing as may be done by the said Attorney.

**IN WITNESS WHEREOF** we, the said **Executants** have executed these presents on this the  $315^{+}$  day of October, 2012 in the presence of the following witnesses:

DRAFTED BY

#### EXECUTANTS

#### (For SAS SERVIZIO PRIVATE LIMITED)

Mr. Sundeep Kalsi (Authorised Signatory)/

#### (For SUMEL BUILDTECH PRIVATE LIMITED)

Mr. Sunil Dobhal (Authorised Signatory)

#### (For SUMEL PROJECTS PRIVATE LIMITED)

Mr. Sunil Dobhal (Authorised Signatory)

#### (For SUMEL DEVELOPERS PRIVATE LIMITED)

Mr. Sunil Dobhal (Authorised Signatory)

**RECEIVED BY EDPL/SAID ATTORNEY** 

#### (For EXPERION DEVELOPERS PRIVATE LIMITED)

Mr. Suneet Puri (Authorised Signatory)

For EXPERION DEVELOPERS PVT. LTD. Director/Authorised Signatory

Witnesses:

1. NIHAL SINGH DHARIWAL Advocate, Gurgaon

2.

C. L. ARORA Advocate Distt. Courts, SURGAON

Page 8 of 9



#### SCHEDULE – A

Land Schedule of SAS Land

For SAS SERVIZIO PVT. LTD. Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.

Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD. ·Vula Director/Authorised Signatory

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory

TO SUMLE BUILDTECH PVT. LTD.

Authorised Signatory

Page 9 of 9

For SAS SERVIZIO PVT. LTD.

### SCHEDULE-A

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				13	21/1	6	12				
						42	10	Full	42	10	
					×	-		-	42	10	
									TOTAL AREA =		5.31250

For SAS SERVIZIO PVT. LTD. Authorised Signatory

For SUMEL DEVELOPERS PVT. LTD.

Authorised Signatory

For SUMEL PROJECTS PVT. LTD.

Authorised Signatory

FOR SCHIEL BUILD FECH PVT. LTD.

Authorised Signatory

For EXPERION DEVELOPERS PVT. LTD.

Director/Authorised Signatory



For SAS SERVIZIO PVT. LTD.

# Authorised Signatory

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# SCHEDULE-A

Sr. No.	Village	Sale deed	Date	Rect. No.	tor- 108, G Killa No.	Area		Share	Area Taken		Acres
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					24	3	16				
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					29	0	9		1.		
					- 30	0	8				
			A#	4	1	8	0				-
		- 4			2	8	0				
					3	8	0				
					10/2	6	0				
	2					43	4	Full	43	4	
									-		
26	Dharampur	8930	01-07-2011	3	19/2	4	8		1		
					20/1	6	9			~	
					21/1/2	5	8				
	-				21/2/2	1	11				
					22/1	2	8				
					22/2	0	10				
				17	8/4	0	19				
					9/1	4	4				
					10/1	3	15				
						29	12	Full	29	12	
										-	
27	Dharampur	8928	01-07-2011	17	11/2	4	16				
					12/2	6	0				
		_			13/2	6	15				
	-					17	11	Full	17	11	
								, with		**	
28	Dharampur	16705	08-09-2011	5	11/2	7	12	- S-			
			TO OF NORT	-	12	8	0		-		
			191		20/1	4	0	4		The Party of	
				6	16/3	6	2				
				~	17/2	0	9	_			
					24	7	15				
					24	0	9				
				9	4	8	0	_			
				3	4	42	7	Full	42	7	
-						44		ruli			
						-			132	14	
						2.1			TOTAL	AREA =	16.58750

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Authorised Signatory

Director/Authorised Signatory

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년 119월 310일에 이유의 비행(Red 13 - 1997)

FOI SAS SERVIZIO PVT LTD.

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## SCHEDULE-A

		Land D	Detail Resid		Plotted C or- 108, C			Village E	Dharamp	our,	
Sr. No.	Village	Sale deed	Date	Rect. No.	Killa No.	A	rea SI	Share	Area Taken		Acres
		No.				K	M		K	M	
14. Deta	il of land ov	wned by	- M/s Sume	I Develo	pers Pvt. L	.td.				v v .	
29	Dharampur	8932	01-07-2011	4	22/2	4	10				
				11	· 2/2	3	12				×
					3	8	0			·	
					4	7	17				
				1	5	7	17				
				12	1	9	4				
						41	0	Full	41	0	
								1.	41	0	
							19 A		TOTAL	AREA =	5.12500

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litte Authorised Signatory

For SUMEL BUILDTECH PVT. LTD.

For EXPERION DEVELOPERS PVT. LTD. Director/Authorised Signatory

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