Gerenal Power of Attorney



Indian-Non Judicial Stamp Harvana Government



Date: 30/07/2018

Certificate No.

G0302018G129

GRN No.

37435912



Stamp Duty Paid: ₹ 500

Penalty:

(Fis. Zero Cety)

Seller / First Party Detail

Name:

Gallium Propbuild Pvt ltd

H No/Floor:

Sector/Ward : 2

LandMark:

Squre one

City/Village: District centr

District : Saket

Phone:

0000000000

State:

New deihi

Buyer / Second Party Detail

Name:

City/Village:

Pyramid Infratech Pvt ltd

H.No/Floor:

Sector/Ward: 57

LandMark

M2k white house

District: Gurugram

State:

Haryana

Phone:

Gurugram 9811000240

Purpose:

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

KNOW ALL MEN BY THESE PRESENTS that the Land Owner/ Executant

 M/s. Gaullium Prophuild Private Limited, a company registered under the provisions of the Companies Act, 1956, having its office at at 306-308, 3rd Floor, Square One, Saket, New Delhi - 110017 IN (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators and permitted assigns) acting through its authorised signatory Mr. Aseem Kalia authorized vide its board resolution dated 10.03.2018 hereinafter referred to as 'Land Owner/the Executant'

AND

EMAAR MGF LAND LIMITED, a company registered in terms of the Companies Act, 1956 and is existing under the Companies Act 2013, having its registered office at 306-308, Square One, Saket, New Delhi 110017, (which expression unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), represented herein by its duly authorised representative Mr. Aseem Kalia authorized vide its board resolution dated 10.03.2018 hereinafter referred to as the "EMAAR/Confirming Party";

डीड सबंधी विवरण

डीड का नाम

GPA

तहसील/सब-तहसील M

Manesar

गांव/शहर

बढा

धन सबंधी विवरण

राशि 0 रुपये

स्टाम्प इयूटी की राशि 500 रुपये

स्टाम्प नं : G0302018G129

स्टाम्प की राशि 500 रुपये

रजिस्ट्रेशन फीस की राशि 100 रूपये

पेस्टिंग शुल्क 3 रूपये

Drafted By: SELF

Service Charge: 200

यह प्रलेख आज दिनाक 02-08-2018 दिन गुरुवार समय 3:28:00 PM बजे श्री/श्रीमती /कुमारी Gaullium Prophuild Pvt Lidthru Ascem KaliaOTHER निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

हस्ताबर प्रस्तुनिकर्ता Gaullium Prophuld Pvt Ltd उप/संयुक्ति वजीयन अधिकारी (Manesar)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Pyramid Infratech Pvt Ltd thru Sandeep KumarOTHER हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीAshok Kumur Sharmu पिता — निवासी ADV GGM व श्री/श्रीमती /कुमारी Jitender पिता Gajraj Singh

निवासी Sherwan gurugram ने की |

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है |

उप/संयुक्ति प्रीयन अधिकारी(Manesar)

दिनांक 02-08-2018

WHEREAS the Land Owner/Executant is the owners and in possession and otherwise well and sufficiently entitled to, all that piece and parcel of land bearing Rectangle No. 41 admeasuring 1.5 Acres situated at situated at Village Badha; Tehsil and District Gurgaon, (hereinafter referred to as the "Said Land" and also described in Annexure-1 attached here).

AND WHEREAS the Land Owner/Executant have executed a Collaboration Agreement dated 20.01.2007 granting, inter alia, development rights to Emaar MGF Land Limited ("EMAAR/Confirming Party") on the Said Land. Subsequently, EMAAR along with Land Owner/Executant further executed a Joint Development Agreement dated 16.03.2018 ("Joint Development Agreement") with Pyramid Infratech Private Limited ("Pyramid") for the joint development of the Said Land and in terms of the said Joint Development Agreement dated 16.03.2018 the Land Owners/Executant have conferred on the nominee of the said Developer Company (hereinafter referred to as the "Attorney"), General Powers to carry out the objects specified in the Development Agreement.

AND WHEREAS the Land Owner/Executant is now desirous of granting certain further rights and authority to the Attorney and the Land Owner/Executant have now agreed to execute this irrevocable General Power of Attorney, conferring the powers mentioned hereunder.

NOW THEREFORE, the Land Owner/Executant do hereby, nominate, constitute, appoint, authorize and empower M/S PYRAMID INFRATECH PVT, LTD, a private limited company registered under the provisions of the Companies Act, 1956, having its registered office at H-38, G.F. M2K, White House, Sector 57, Gurgaon, through its Director(s) and/or Manager(s)/ authorized signatory as may be decided by the Board of Directors of M/S PYRAMID INFRATECH PVT. LTD, jointly and/ or severally, as their true and lawful Attorney with full authority to do 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, the following acts, deeds and for and on behalf of the Executants herein and in their respective name:

- 1. To sign and apply and follow-up with all the concerned Regulatory Authorities the matters relating to grant/ renewal of licenses under the Haryana Development and Regulation of Urban Areas Act, 1975 and / or Change of Land Use (CLU)/ Haryana Real Estate Regulatory Authority and other authorities, for and in respect of the Said Land along with any additional lands that the Attorney may deem fit, the sanctions and approvals of layout plan, plans, zoning plans, occupation/completion certificates, etc., as required under the law for the development, construction and completion of residential colony on the Said Land along with any additional lands that the Attorney may deem fit and to sign, submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Executants, as required from time to time in connection therewith by the concerned authorities.
- 2. To sign, apply submit all and any documents as may be required by competent authorities and follow-up with all the concerned Regulatory Authorities including Director General, Town and Country Planning Govt. of Haryana, HUDA etc. for grant of LOI / licence and renewal / transfer of licenses from time to time and /or apply for issue of license/additional license in respect of the Said Land along with any additional lands that the Attorney may deem fit or part thereof and / or apply for Change of Land Use (CLU) of the Said Land along with any additional lands or any part of the Said Land along with any additional lands and to do all acts and deed necessary for the same for and on behalf of the Executants and deal with all authority or authorities for facilitating the development of the Said Land or any part thereof. My buly.

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Reg. No.

Reg. Year

Book No.

29

2018-2019

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पेशकर्ता



प्राधिकत



गवाह



उप/सर्वेक्त पंजीयन अधिकारी

पेशकर्ता :- thru Aseem KaliaOTHER Gaullium Prophuild Pvt Ltd

प्राधिकत :- thru Sandeep KumarOTHERPyramid Infratech Pvt

Ltd Sanderb

गवाह 1 :- Ashok Kumar Sharma

गवाह 2 :- Jitender

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 29 आज दिनांक 02-08-2018 को बही नं 4 जिल्द नं 8 के पृष्ठ नं 63.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 16 के पृष्ठ संख्या 100 से 102 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं |

दिनांक 02-08-2018

उप/सयुंक्त अधिकारी(Manesar)

- To enter upon the Said Land and to take possession of the Said Land and take all necessary action for the implementation and development of Project on the Said Land.
- To apply for and get the land partitioned, whereafter this Power of Attorney shall be applicable on such partitioned land falling to the share of the Executants herein.
- To sign all applications, documents, petitions, affidavits, undertakings, declarations, etc., as may be required and in connection with the release of the Said Land.
- To do all acts, deeds and things as may be required to procure additional FAR including to apply for and get any approvals for procuring additional FAR under any existing or new policy by any governmental authority including the TDR policy.
- 7. To sign, verify, file, submit furnish all applications and documents before various authorities in the state of Haryana, central Government authorities, Gurgaon and / or Chandigarh authorities, such as Land Acquisition Department, Haryana State Industrial 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) and all other departments and authorities of the state and/ or central Government wherein applications, undertakings, declarations, etc., or any other document may be required to be filed to ensure various compliances and / or in connection with the release of the Said Land from acquisition proceedings and matters related thereto.
- 8. To apply for and obtain from the relevant authorities including the Real Estate Regulatory Authority all registrations and Approvals for development and construction of the Project. To undertake all filings and compliances under RERA, except that title to the lands shall be maintained by EMAAR and the Land Owners, or to apply, represent, appear, before H Haryana Real Estate Regulatory Authority for all matters pertaining to the said Land including payment of compensation/refund to customers.
- 9. To apply for and obtain licenses, CLU, permissions, NOC from the concerned authorities including DTCP, Chandigarh, HUDA, Haryana State Industrial Development Corporation of India Ltd., NHAI, and/or any other concerned authorities under Local/State/Central Government in respect of commencement and completion of development of the Said Land along with additional lands as the attorney may deem fit for residential colony/group housing/commercial/cyber complex in terms of sanctions and permission, 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.

10. To sign, file, submit and obtaining lay out plan, plans, services plan, revised/modified plans, services plan, any other plans before the concerned authorities including but not

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limited to Director, Town and Country Planning Haryana (DTCP), Haryana Urban Development Authority (HUDA)/Haryana State Industrial Development Corporation Ltd (HSIDC Ltd)/Municipal Authority, and/or any other local / authority under the Statement Government and/or Central Government as may be required from time to time.

- 11. To apply for and obtain requisite permissions, approvals, sanctions, 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, Airport Authority of India, Ministry of Forest and Environment, Ministry of Mines, Income-tax Department 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.
- 12. 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 and/or sanctioned building plans and specifications.
- To enter into Buyers Agreement(s), Allotment Agreement(s), etc. i.e. Agreement(s) for sale of units constructed in the Said Land detailed above.
- 14. To receive sale price/lease/licence money payable by the allotee(s)/ purchaser(s)/ lessees/ licencee(s) and to appropriate the same unto, its nominee or any other person or entity authorized by.
- 15. To mortgage the construction (present or future on the same) against any advance(s) or loan (s) (except the underlying Land), and to sign and execute any document, agreement, deed, undertaking, declaration etc. on behalf of the Executants with any such bank or financial institution or any person and to do all such acts, deeds and things including to deposit title deeds relating to the Said Land, as may be necessary, incidental or ancillary for creation of any such mortgage / hypothecation / charge of any nature whatsoever and to pay necessary stamp duty and registration charges and to admit the execution of any such agreements / documents and/or writings in the relevant office of Sub Registrar of Assurances and for the said purpose, to do all such furthers acts, deeds, matters and things, as may be necessary, including to make necessary filings with the registrar of companies and to apply on behalf of the Executants.

16. To sign necessary transfer instruments / sale deed / conveyance deed / transfer forms for transferring of the said project and / or developed area or any part thereof in favour of the purchaser(s) and for the purpose of mutation in the records of concerned local authorities.

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- 17. To execute and get registered by appearing before Sub Registrar for execution /signing sale / conveyance deeds, lease deeds, gift deeds, mortgage deeds, licence deeds, relinquishment deeds/rectification deed(s), exchange, declaration, Award of Arbitrator, etc. or any other document which the attorney deems expedient and necessary in his wisdom.
- 18. To takeover and / or to handover the physical possession of the land, building(s), built / un-built structures, and all or any other facilities and / or services, in whole or in part.
- 19. To give formal possession of the property(s) purchased by buyers in part or full or obtained on lease by the Lessee by handing over vacant possession of such property subsequent to execution of sale deed(s) / lease deed(s) etc.or on such other terms and / or arrangements as may be decided by.
- 20. 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 to apply and obtain all necessary permission and approvals as may be required from time to time including permission from statutory authority, if any, for sale of plots / developed area / commercial space etc. if required.
- 21. 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.
- 22. To promote and register the condominium or society or association of apartment buyers or organization of such prospective purchasers, if any, in conformity with the applicable law, rules, regulations and guidelines issued by the government departments and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent the Executants before all concerned authorities.
- 23. To take legal actions in accordance with law as may be required to be taken from time to time for recovery of any dues, on non-payment of any sum as aforesaid to take proceedings to secure ejectment and to recover possession according to law.
- 24. 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.

 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.

July: Dimin



- 26. To negotiate with banks/financial institutions for the purpose of obtaining/loan financial assistance in respect of the property in question and/ or for construction thereon. The attorney shall be competent and entitled to execute all such documents as may be required for this purpose including mortgage of the Said Land or part thereof, along with any structure thereon, whether existing or proposed, (if any).
- 27. 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.
- 28. To appoint advocates, consultants, 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 all acts deeds and things.
- 29. To do generally all other acts and things as are necessary or are required to be done for the development of the said project / Said Land t in terms of the said Joint Development Agreement.
- 30. 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.
- 31. That the Attorney is/are entitled to file/defend any suit, proceedings, civil, revenue, taxation or criminal before any courts/officer/authority/Arbitrator/Tribunals etc. 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, sign vakalatnama, 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 litigation in respect of entire land subject matter of the Joint Development Agreement and/or the land and enter into any settlement pertaining to the Said Land and for that purpose make any statement before any court of law.
- 32. To execute, sign and present and/or defend any type of suits, writs, complaints, petitions, revisions, written statements, appeals, 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 and for that purpose to sign and filing all pleadings, applications, petitions, affidavits, undertakings, appeal proceedings so as to secure the said land for facilitating the development thereof in accordance with Joint Development Agreement.



- 33. To enter into partnership/agreement/ arrangement, 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.
- 34. To collect compensation, to get en-cashed 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 including be entitled to institute contempt proceedings also.
- 35. To generally do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction and sale of the Saleable Area in the Project on the Project Land and to exercise all rights vesting in the Developer under the Agreement.
- 36. The Attorney shall be entitled to undertake / implement any of its authorisation provided herein through any of assigns or authorised representative.
- To do and cause to do all acts deeds and things to ensure compliance with all laws, rules, regulations, notifications, etc. for the time being in force.
- 38. That this Power of Attorney has been executed against consideration as agreed in the Development Agreement and thus is irrevocable and continue to subsist and shall remain binding notwithstanding the existence of or any change in the constitution of the executants, jointly and/or severally, due to merger/amalgamation, demerger, reverse merger, reconstitution, winding-up, etc. whether voluntary or otherwise, for any reason whatsoever.

GENERALLY to do all such acts, deeds and things, which are not even mentioned in above foregoing paras, as my attorney may deem fit and proper so as to give effect to the powers, mentioned hereinabove.

All the acts, deeds and things done or caused to be done by the Attorney(s) aforesaid, shall be deemed to have been done for and on behalf of the Land Owner/Executant and shall have the same effect as though the same have been done by the Land Owner/Executant and We do hereby state that all such acts, deeds and things shall be ratified by the Land Owner/Executant.

The Land Owner/Executant hereby declare that this instrument shall be equally binding on its legal representative, executors, administrators, successors.

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IN WITNESS WHEREOF, the Land Owner/Executant, the above named have executed this General Power of Attorney at Gurugtam on the 30th day of July, 2018, in presence of witnesses.

LAND OWNER/EXECUTANT

M/S. GAULLIUM PROPBUIL DENVATE LIMITED

CONFIRMING PARTY EMAAR MODELANDZIMITED

ACCEPTED BY PYRAMID INFRATECH PVT. LTD

N_1____

WITNESSES

1.

Ashok Kumar Sharma Advocate Distt. Course Gurgaon Reg. N. 13403 2.

Jitender St. Gagras
Village Schrawan - Gurugram

Annexure-1

1.5 Acres Sector 86

Gallium Propbuild Private Limited

Village	Rectangle No.	Revenue No.	Area K-M
Badha	41	18/2	6-0
		23/1	6-0
		Total:	12 K-0M or 1.5 acres

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Mu Value.

