Non Judicial



## Indian-Non Judicial Stamp Haryana Government



Date: 22/03/2018

Certificate No.

GRN No.

G0V2018C1684



Stamp Duty Paid: ₹ 300

Penalty: (Rs. Zero Only)

Seller / First Party Detail

Name:

Msdoctors Agro Pvtltd

34267407

H.No/Floor C40

Sector/Ward: Na

LandMark : Preet vihar

ty/Village : Delhi

District: New delhi

State:

Delhi

Phone:

9818403348

Buyer / Second Party Detail



Msczar Buildtech Pvtltd Sector/Ward: 28

LandMark: Na

H.No/Floor: Na City/Village:

Faridbad District: Faridabad State:

Haryana

Phone:

Name:

9810555333

Purpose: GPA

GENERAL POWER OF ATTORNEY

BE IT KNOWN TO ALL that M/s Doctors Agro Private Limited, a company registered

under the provisions of The Companies Act, 1956, having its registered office at C-40 PREET VIHAR DELHI East Delhi DL 110092 IN Through its authorised signatory Kaushal Kumar Mishra authorized to enter into the present agreement on behalf of company vide resolution passed in the meeting of the board of directors held on 16<sup>th</sup>March, 2018(herein after referred to as Executants) are Co-owners of land bearing Rect. No. 11 Killa NO. 6(0-19), 7(7-12), 14(8-0), 15(6-18), 17/1(3-0), 18/1(3-0), 19/1(3-0), 20/1(7-12), 21/2(7-12), Rect. No. 12 Killa No. 11(0-15) land admeasuring 48 Kanals 08 Marlasi.e6.05 acres situated within the revenue estate of village Dhorka, Tehsil and District Gurgaon vide Jamabandi for the year of 2013-14

WHEREAS being the lawful co-owners of aforesaid land the executants is competent and entitled to deal with the same in any manner deemed fit by it; The executants has entered into agreement with M/s Czar Buildwell Private Limited, a company registered under the provisions of The Companies Act, 1956, having its registered office at 1600, Sector-28, Faridabad-121008 Through its director Sh. Dhiraj Sood S/o Sh. R.K. in terms of aforesaid collaboration agreement the executants had undertaken to execute this irrevocable Special Power of Attorney in favour of nominee(s) of M/s Czar Buildwell Private Limited for carrying out the intents and objects of the collaboration agreement datedMarch 22st, 2018

ADVOCATE & NOTAL DISTT. GURGAON (HARYA) Now BY THIS POWER OF ATTORNEY, THE EXECUTANT HEREBY nominates, constitutes and appoints M/s Czar Buildwell Private Limited a company registered under the provisions of The Companies Act, 1956, having its registered office at 1600, Sector-28, Faridabad-121008 as its true and lawful attorney with full authority to do the following acts, deeds, and things for and on behalf the executants and in the name of the Executants:-

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- 1. To sign and apply and follow up with all the concerned regulatory authorities the matters relating to grant of licenses under the Haryana Development & Regulation of Urban Areas Act, 1975 and Haryana Affordable Housing Policy, 2013, for and in respect of the Said land, the sanctions and approvals of layout plan, building plans, zoning plans, completion certificates, etc., as required under thelaw for the development, construction and completion of Affordable Housing Project, on the said land and to submit all undertakings, agreements, affidavits, declarations, applications, bonds etc., on behalf the Executants, as required from time to time in connection therewith.
- 2. To sign all applications, documents, petitions, affidavits, undertakings, declarations, etc., as may be required and in connection with the requisite licences, permissions, sanctions and approvals of all competent authorities for developing of an Affordable Housing Project.
- 3. To apply for and obtain licenses, permissions, NOC from the concerned authorities including DTCP, Chandigarh, HUDA, HSIIDC, NHAI and/or any other concerned authorities under local/ state/ central Government including developing of the said land for affordable housing project under the provisions of Haryana Development and Regulations of Urban Areas Act, 1975, Haryana Affordable Housing Act, 2013 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.
- 4. To sign, file, submit and obtaining lay out plan, building plan, services plan, revised/modified building plan and services plan before the concerned authorities including but not limited to Director, Town and Country Planning (DTCP), Haryana Urban Development Authority (HUDA)/ Haryana State Industrial and Infrastructure development Corporation Ltd(HSIIDC Ltd)/ Municipal Authority and/or any other local/ state/ central authority under State Government and/or Central Government as may be required from time to time.
- 5. To apply for and obtaining permissions, approvals, NOC, from the concerned authorities such as Director, Town and Country Planning (DTCP), Haryana Urban Development Authority (HUDA)/ Haryana State Industrial and Infrastructure development Corporation Ltd (HSIIDC Ltd)/Fire department/ PWD/ Licensing Authorities, Municipal Authority and/or any other authorities incharge of sewer, water, electricity, highways and other concerned authorities connected with sanction of

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building plan under the state Government as well as Central Government and that to sign, file, execute and all applications, representations, affidavit, undertaking, indemnity, indemnity bond and such other papers and documents and may be required 27 for these authorities from time to time.

- 6. 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 license and or sanctioned building plans and specifications.
- 7. To enter into space Buyers/ Allotment Agreement(s) i.e. Agreement(s) for sale of flats/ units to be constructed in land detailed above. To receive sale price/lease/ licence money payable by the allottee (s)/ purchaser (s)/ Lessees / Licencee (s) of shops/ units/Flats. To Sign necessary transfer forms for transferring of the said project or part therof to the purchaser(s) in the records of concerned local authorities. To execute and get registered by appearing before Sub Registrar sale deeds, ease deeds, gift deeds, mortgage deeds, license deeds, relinquishment deeds, rectifications deeds, Award of Arbitrator etc or any other document which the attorney deems expedient and necessary in his wisdom.
- 8. To execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser(s) of unit(s) / space(s) car parking, etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) at the cost and expense of the said intending purchaser(s) and shall give the said intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement
- 9. To give formal possession of the property(s) purchased by individual buyers or obtained on lease by the Lessee by handling over vacant possession of such property subsequent to execution of sale deed(s) or on such other terms as may be agreed by the builders.
- 10. That advertisement would be required to be published in newspapers for the purpose of sale of apartments in the project. The attorney shall be competent and entitled to get the advertisements published to comply with the policy. The Attorney shall also be entitled to deal and interact with the concerned government officials, to finalise the date of draw of lots for allocation/sale of apartments in the Affordable Housing Project.
- 11. To put up its sign boards at the premises of the said land and with the legend that the building to be constructed as above is a Affordable Housing Project wherein the public is free to book the areas / spaces in conformity with applicable policies.
- 12. To pay stamp duty and registration charges in respect of the said documents or any part thereof as per the agreement in between the flat buyer and the builder(s).

13. To apply and obtain income tax clearance for sale of flats, if required.

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- 14. To lease the property, deliver possession on payment of rent or license or otherwise and to ask receive and recover from all tenants and other occupants all rents, arrears of rents, license 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.
- 15. On non-payment of any sum as aforesaid to take proceeding to secure ejectment and to recover possession according to law.
- 16. To give notice through lawyer or personally to make payment of rent or compensation or amount payable by such tenants or other occupants and also to give up the premises and vacant the same.
- 17. 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.
- 18. To negotiate with banks/financial institutions for the purpose of obtainingloan/ financial assistance of the property in question. This attorney shall be competent/authorised and entitled to execute all such documents as may be required for the purpose to let out/ mortgage the land and sell the constructed/developed portion of the project and there is no need of NOC from the Land Owners regarding the above mentioned act and deeds to be performed for purposes Of Loan and to raise funds for the above said project only.
- 19. 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 he said property to the authorities concerned.
- 20. To appoint and execute further General Power of Attorney(s) and Special Power of Attorney(s) empowering them to do acts and things as mentioned in this Power of Attorney and to do things and acts t obtain the objectives in the Collaboration Agreement.
- 21. To do generally all other acts and things as are necessary or are required to be done for the development of the said project by constructing building on the plot in terms of the said collaboration Agreement.
- 22. To enter into, make, sign and to 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 purpose mentioned herein.
- 23. That the attorney is entitled to file/ defend any suit, proceeding, civil revenue, taxation or criminal before any court/officer/authority/arbitrator. The attorney shall be entitled to prosecute/ defend any such action in the original stage or in appeal, revision etc. up

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to the highest court or tribunal. The attorney is entitled to engage counsel, to produce evidence, to give statement, to deposit or withdraw any amount in respect of the aforesaid land, to compromise any matter/ proceeding, 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 which is subject matter of the Collaboration Agreement. The Attorney shall be competent to enter into any settlement pertaining to the said land and units/ apartments in question.

- 24. To execute, sign and present and or defend any type of suits, writs, complainants, 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 land beneath the same or any manner incidental thereto including enhancement of compensation.
- 25. That in the event of demise of any of the executants this Power of Attorney shall continue to subsist and shall remaining binding in so far the executants who are alive are concerned.

The attorney shall be entitled to generally do all such acts, deeds and things as the attorney deems fit and proper and which are necessary and incidental for achieving the objectives of collaboration Agreement. The present attorney is irrevocable one and the Executants shall rectify all deeds and things done in pursuance of this General Power of Attorney including the appointment of further Attorney(s).

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THIS THE 22<sup>th</sup> Day of March, 2018.

SIGNED AND DELIVERED by Within named LAND OWNERS

Drafted By SIGNED AND DELIVERED by Within named DEVELOPER

Advocate Distt Courts, Gurugram

M/s Doctors Agro Private Limited,

M/s Czar Buildwell Private Limited

Witness:-

1.

Shiv Kumar Singh
Advocate
Distt. Court, Gurugram

ADVOCATE & NOTAR
OISTT. GURGAON (MARY)