

सत्यमेव जयते

INDIA NON JUDICIAL Government of Gujarat

Certificate of Stamp Duty

Certificate No.

: IN-GJ15541732235126U

Certificate Issued Date

: 28-Feb-2022 12:57 PM

Account Reference

: IMPACC (FI)/ gjelimp10/ AHMEDABAD/ GJ-AH

Unique Doc. Reference

: SUBIN-GJGJELIMP1063879938942095U

Purchased by

: CA AJIT GYANCHAND JAIN

Description of Document

: Article 45 (h) Power of Attorney (in any other case)

Description

: FOR GENERAL POWER OF ATTORNEY *A/1474*

Consideration Price (Rs.)

: 0

(Zero)

First Party

: CA AJIT GYANCHAND JAIN

Second Party

: DHOOT INFRASTRUCTURE PROJECTS LTD

Stamp Duty Paid By

: CA AJIT GYANCHAND JAIN

Stamp Duty Amount(Rs.)

: 300

(Three Hundred only)

SR NO...../2022

(Zero)

NIRAV J. MODI

NOTARY

GOVT. OF INDIA

28 FEB 2022



IN-GJ15541732235126U

KC 0023770769

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



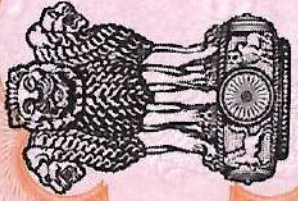
Warning

"The contents of this certificate can be verified and authenticated world-wide by any members of the public at www.shcilestamp.com or at any Authorised collection center address displayed at www.shcilestamp.com free of cost."

"Any alteration to this certificate renders it invalid. Use of an altered certificate without all the security features could constitute a criminal offence."

"This document contains security features like coloured background with Lacey Geometric Flexible patterns and Subtle Logo images, Complex ornamental design borders, Anti - copy text, the appearance of micro printing, artificial watermarks and other Overt and Covert features."





सत्यमेव जयते

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

Certificate No.

: IN-GJ15540627735576U

Certificate Issued Date

: 28-Feb-2022 12:56 PM

Account Reference

: IMPACC (FI)/ gjelimp10/ AHMEDABAD/ GJ-AH

Unique Doc. Reference

: SUBIN-GJGJELIMP1063884530103150U

Purchased by

: CA AJIT GYANCHAND JAIN

Description of Document

: Article 45 (h) Power of Attorney (in any other case)

Description

: FOR GENERAL POWER OF ATTORNEY

Consideration Price (Rs.)

: 0

(Zero)

First Party

: CA AJIT GYANCHAND JAIN

Second Party

: DHOOT INFRASTRUCTURE PROJECTS LTD

Stamp Duty Paid By

: CA AJIT GYANCHAND JAIN

Stamp Duty Amount(Rs.)

: 300

(Three Hundred only)

SR NO.....1474...../2022

(Zero)

NIRAV J. MODI
NOTARY
GOVT. OF INDIA

28 FEB 2022



KC 0023770768

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcllstamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



“The contents of this certificate can be verified and authenticated world-wide by any members of the public at www.shcilestamp.com or at any Authorised collection center address displayed at www.shcilestamp.com free of cost.”

“Any alteration to this certificate renders it invalid. Use of an altered certificate without all the security features could constitute a criminal offence.”

“This document contains security features like coloured background with Lacey Geometric Flexible patterns and Subtle Logo images, Complex ornamental design borders, Anti - copy text, the appearance of micro printing, artificial watermarks and other Overt and Covert features.”





SR NO. *A 1479* /2022

N J msk

NIRAV J. MODI
NOTARY
GOVT. OF INDIA

28 FEB 2022

GENERAL POWER OF ATTORNEY

TO WHOMSOEVER IT MAY CONCERN

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE:

M/s SARE Gurugram Private Limited (Formerly M/s Ramprastha Sare Realty Private Limited), a company duly incorporated under the Companies Act, 1956, having their Registered offices at E – 7/12, LGF, Malviya Nagar, New Delhi – 110017, India, represented by Shri Ajit Gyanchand Jain, duly appointed and currently functioning as the Resolution Professional ("**Resolution Professional**") in terms of the Insolvency and Bankruptcy Code, 2016 ("**IBC**") (hereinafter referred to as the "**Company / Owner**", which expression shall unless repugnant to the context shall mean and include their successors, representatives, nominees, assigns and all those claiming through it.)

"Company" hereinafter referred to as '**The Executants**' are the lawful owners and/or are in lawful possession and is developing the project in the name and style of "SARE HOMES" (hereinafter referred to as "**Project**"), with License No. 44 of 2009, 68 of 2011 and 42 of 2010 on the lands situated at Village Wazirpur and Mewka (Sector – 92) ("**Project Land**") and has sub-divided the project and is developing it in different phases.

The Company is presently under corporate insolvency resolution process ("**CIRP**") for inter alia the revival and rehabilitation of the Project under the provisions of IBC and rules and regulations made thereunder. During the CIRP,





the Company executed a development management agreement dated October 12, 2021 ("**Erstwhile DM Agreement**") vide which it appointed Alpha Corp Development Private Limited ("**Alpha Corp**") as the erstwhile development manager to carry out construction and development for the purposes of which Company has obtained registration for phase 4 and 5 under the Provisions of Real Estate (Regulation & Development) Act, 2016. The Erstwhile DM Agreement with Alpha Corp has now been terminated, cancelled and ceases to be in force and effect.

In the CIRP, the resolution plan ("**Resolution Plan**") submitted by KGK Realty Private Limited and Dhoot Infrastructure Projects Limited ("**Successful Resolution Applicant**") has been approved by the Committee of Creditors of the Company. In terms of the Resolution Plan submitted and in order to resume construction and keep the company as a going concern, the successful applicant i.e. [Name of DM] has been appointed as Development Manager and already executed the Development Agreement dated 11th February 2022 with the Company ("**DM Agreement**").

In terms of aforesaid DM Agreement, the Company has agreed to execute the Power of Attorney in favor of the Development Manager, to inter alia enable the Development Manager to act for and on behalf of the Company to plan, commence and complete construction, apply for various permissions and development of the Project, and to deploy manpower maintain site marketing/sale office with staff etc, and to do all activities relating to and in connection with the construction and to market and sell such developed areas in the Project including making or receiving bookings for advance sale or ready sale of various units or other facilities to the prospective buyers . Accordingly, the Company / Executants had undertaken to execute this irrevocable General Power of Attorney in favour of Dhoot Infrastructure Projects Ltd. and KGK Realty





Private Limited and its nominees (hereinafter referred as “Representative”) for carrying out the intents and objects of the DM Agreement.

NOW BY THIS POWER OF ATTORNEY WE, THE EXECUTANTS, DO HEREBY constitute, appoint, authorize and nominate Piyush Dhoot with the power to further delegate, who are the authorized representatives of Dhoot Infrastructure Projects Limited and KGK Realty Private Limited (hereinafter collectively referred to as “the Attorney / Representative”) for and on our behalf and as our true and lawful attorneys / representative ,with our support, cooperation and at our costs and expenses ,to do, jointly and severally, following acts, deeds and things , on behalf of the Company :

1. To enter upon the said property in terms of the DM Agreement ,for the purpose of carrying on the development work till completion thereof and in that behalf to represent us,before the officers of President of India, Governor of Haryana, Director Town & Country Planning Department of Haryana, Haryana Urban Development Authority, Income Tax Department, Haryana Real Estate Regulatory Authority, DHBVNL, Municipal Committee, Central/State Government Offices or any other concerned authority/ local bodies , including HREERA and to sign and make any letter, document, representation and petition for all and any licenses, permissions and consents required in connection with the work of development of the said Residential Group Housing Colony and for the purpose incidental thereto and make payment of any charges (including License Renewal Fee & License Transfer Fee) 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 and to appoint ,enter into and sign and contract with the contractor or contractors for construction as well as contractors as may be





necessary in terms thereof. The Company shall as and when required by the Attorney issue requisite board resolutions authorizing the managing director, the chief financial officer and such other officers of the Development Manager for performance of DM Agreement.

2. To deal with and correspond with DHBVN and/or any other Authorities/ board/ bodies ,as defined under the said DM Agreement and/or officers for obtaining electric connections, electric power to the Said Project and/or flats/ garages/offices/ parking etc. (including making and putting up a sub-station) for and/or in respect of or relating to the Residential Group Housing Colony constructed / 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 on behalf of the Company / Executant.
3. To get the building plans for construction approved/renewed/demolished, 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 plans from time to time and in connection therewith, to deposit the necessary fees, to appear, make submissions, file and or withdraw all or any papers, affidavits, application, undertaking, affidavits guarantees, securities, surety, indemnities etc. on our behalf, as may be necessary;
- 4 To obtain all Approvals as defined under the DM Agreement, as may be required for development and completion of the Residential Group Housing Colony, from the relevant State and or Central authorities, departments like Fire, Airport Authority of India, Water department ,





Director Town & Country Planning, District Town Planner, Electricity Department, Haryana Urban Development Authority, Haryana State Pollution Control Board, HRERA, MOEF, PWD, NHAI, Boards and or Commissions etc., as may be necessary to get the project/colony sanctioned. The Attorney shall sign and execute all such papers, forms applications, affidavits, documents as is necessary in order to comply with all the statutory requirement in respect of the Project development.

5. To obtain the permits and quotas of the building materials, to appoint any employees, executives and engage any contractors, architects, labour contractors, workmen, electricians, plumbers, engineers and any other person(s) for completion of the construction, additions, alterations, making applications and obtaining any forms, sewerage connections, completion certificate and to pay any compounding fee, composition fee, regularisation fee, betterment charges for the Residential Group Housing Colony constructed on such terms and conditions as our representative shall lawfully deem fit and proper
6. To get the water, electric, gas, power, sewer, internet, telephone connections/meters installed or changed including enhancement of load in the Residential Group Housing Colony constructed and developed and for the said purposes 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.
7. From time to time execute and sign all necessary documents as and when the occasion arises for smooth execution of the Project and also to apply





for all permissions and approvals sign all necessary documents ,file applications , consents , letters/ writings and or permissions , as may be required, from time to time under any laws ,to enable and to commence, complete, market and sell the Project in accordance with the DM Agreement and to get the Residential Group Housing Colony assessed for Property Tax by the concerned officers / authorities and to pay any tax related claims and interest thereon ,if any, as shall be applicable and to receive payments by cheque /pay orders/demand drafts in the name of the Project, from the prospective buyer(s) to be deposited in the Master Escrow Account and to do other incidental acts.

8. To appoint solicitors and advocates to facilitate preparation and finalization of the documents for sale, lease , license etc, till completion thereof of the transaction , or any other arrangement that the Attorney shall arrive at in respect of the Project and to execute sale agreements, lease,leave and license etc. and/or the conveyances/sale deeds and any other documents/letters, as required for effective transfer of the units /premises in the name of the purchasers and also to execute such documents, deeds, agreements, required as regards the completion of the Project and to appoint maintenance service provider for the upkeep of the Project , till it's handover .
9. To pay all moneys and charges payable in respect of the Residential Group Housing Colony,- and to pay all municipal and local taxes, rates, charges, expenses and other outgoings whatsoever payable for and on account of the Said Colony and to pay and make payments to contractors / subcontractors.





10. To establish and built site office and space for sales and marketing, with all facilities as shall be required and from time to time and as and when necessary and required by the Attorney, to execute all necessary documents to be submitted before any government body or authorities in the matter of obtaining sanctions, approvals etc. of the layout / building plans or revisions thereof, as necessary.
11. If so required and necessary ,to defend any and all suits, petitions, applications and/or proceedings whatsoever arising out of or in connection with the Said Colony and/or for the purposes thereof to exercise all powers as the said representative 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 in cases, which have been filed by any third party and in that behalf to do all such acts deed things and take cations as shall be necessary and expedient in the circumstances.
12. In the event of suit, application, petition, return or other proceeding or enquiry whether judicial or quasi-judicial or departmental and whether before any court, tribunal, authority, department, or body, having to be filed or defended in respect of the Said Colony or any part thereof;
 - a. To engage or appoint a legal practitioner(s) to conduct the same and to sign power(s) attorney/vakalatnama in this behalf;





- b. To sign, verify and file any suits, plaint, complaints, written statements, petition, application, affidavit etc. in proper courts of law and offices and to proceed in all the proceedings filed in our name and on our behalf;
- c. To appear before the court, tribunal, authority, department or body in the proceedings in connection therewith;
- d. To make and present to the court, tribunal, authority department or body any application in connection therewith;
- e. To take and file compromise or to refer such suit or claim to arbitration.
- f. To deposit and withdraw any money(ies) in connection with such suit;
- g. To receive any money due to us in or under such decree or order and to certify payment to the court or authority;
- h. To apply for inspection and inspect documents and records of any court;
- i. To obtain copies of documents and papers; and
- j. To file application for review and/or revision and/or appeal against any order or judgment passed in such suit, petition, application, inquiry or proceedings or in review or revision thereof or in appeal therefrom as the case may be AND to sign, seal and execute all papers and documents and writings and to do and execute all acts, deeds and things as mentioned hereinbefore or as our said attorneys may deem fit in connection with any such application or appeal.





13. To compromise, compound or withdraw the cases with any third party and appoint arbitrators in such cases and proceeds in such arbitration proceedings. Further, execute decree receive and recover the decretal amount in such cases and issue receipt thereof and take every step necessary for the same.
14. To delegate any or all powers under this authorization or to appoint other persons or persons or other representative(ies) with all or any of the aforesaid powers and to cancel or withdraw or revoke powers conferred upon such representative(ies).
15. And Generally to do all other acts, deeds, matters and things whatsoever as our said representative shall deem fit for and incidental to the exercise of any of the above powers or for and incidental to the proper development of said Residential Group Housing Colony even if they are not covered by the above clauses.

This General power of Attorney is valid till the approval of the Resolution Plan by the consortium of KGK Realty (India) Private Limited and Dhoot Infrastructure Projects Limited by the Hon'ble National Company Law Tribunal.

We, hereby declare that this Power of Attorney is given in favour of the said representative jointly and severally and accordingly the said representative shall be entitled to exercise independently of each other the powers conferred upon them.

We do hereby agree to confirm and ratify that all the lawful acts, deeds and things done by our said attorneys / representative shall be construed as acts, deeds and things done by us personally as if present.





IN WITNESS WHEREOF, we the above named Executant have signed this General Power of Attorney on this the 28th day of FEBRUARY 2022 in the presence of the following witnesses:



Ajit

EXECUTANT

CA Ajit Gyanchand Jain

Resolution Professional of SARE Gurugram Private Limited

IBBI / IPA-001 / IP-P00368 / 2017-18 / 10625

Witnesses:

1. KARAN SHAH

Karan

*204, Wau Street - 1
Ahmedabad - 380006*

2. RANAK JAIN

Ranak

*29/229, Gujarat Holey
Bardoli, Gujarat,
Sargodha, Ahmedabad - 380018*



SIGNED
BEFORE ME

N. J. Modi

NIRAV J. MODI
NOTARY

GOVT. OF INDIA

28 FEB 2022

