

Non-Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date: 08/01/2024

Certificate No. GFH2024A17

GRN No. 111526214



Stamp Duty Paid : ₹ 1000
(Rs. Thousand Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Ild Millennium Pvt Ltd

H.No/Floor : B418

Sector/Ward : Na

LandMark : New friends colony

City/Village : New delhi

District : New delhi

State : Delhi

Phone: 85*****48

Im infotech city pvt ltd and jubliant malls pvt ltd and goldman malls pvt ltd



Buyer / Second Party Detail

Name : Emperium Infrastructure Pvt Ltd

H.No/Floor : 4

Sector/Ward : Na

LandMark : Tolstoy marg

City/Village : New delhi

District : New Delhi

State : Delhi

Phone : 85*****48

Purpose : GPA

The authenticity of this document can be verified by scanning this QrCode Through smart phone on the website <https://e-governance.haryana.gov.in>

GENERAL POWER OF ATTORNEY

This General Power of Attorney ("GPA") is made and executed at Gurugram on this 12th day of February 2024;

BY

ILD Millennium Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at B-418, New Friends Colony, New Delhi – 110025, through its Authorized Signatory Mr. Salman Akbar, duly authorized vide Board Resolution dated 5th day of February 2024 (hereinafter referred to as the "**ILD**"), which expression shall, unless repugnant to the context, mean and include its legal representatives, executors, administrators and permitted assigns);

AND

ALM Infotech City Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at B-418, New Friends Colony, New Delhi – 110025, through its Authorized Signatory Mr. Salman Akbar, duly authorized vide Board Resolution dated 5th day of February 2024 (hereinafter referred to as the "**ALM**"), which expression shall, unless repugnant to the context, mean and include its legal representatives, executors, administrators and permitted assigns);

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प्रलेख न:308

दिनांक:12-02-2024

डीड संबंधी विवरण

डीड का नाम GPA
तहसील/सब-तहसील कादीपुर
गांव/शहर सेक्टर

धन संबंधी विवरण

राशि 0 रुपये
स्टाम्प नं : GFH2024A17
रजिस्ट्रेशन फीस की राशि 100 रुपये
स्टाम्प ड्यूटी की राशि 1000 रुपये
स्टाम्प की राशि 1000 रुपये
EChallan:112868038
पेस्टिंग शुल्क 3 रुपये

Drafted By: GP BHATEJA

Service Charge:200

यह प्रलेख आज दिनांक 12-02-2024 दिन सोमवार समय 1:28:00 PM बजे श्री/श्रीमती /कुमारी
ILD MILLENNIUM PRIVATE LIMITED thru SALMAN AKBAROTHER ALM INFOTECH CITY PRIVATE
LIMITED thru SALMAN AKBAROTHER JUBILANT MALLS PRIVATE LIMITED thru RAM CHANDEROTHER
GOLDMAN MALLS PRIVATE LIMITED thru RAM CHANDEROTHER निवास NEW DELHI द्वारा पंजीकरण हेतु प्रस्तुत
किया गया ।

हस्ताक्षर प्रस्तुतकर्ता

ILD MILLENNIUM PRIVATE LIMITED ALM INFOTECH CITY PRIVATE LIMITED JUBILANT MALLS PRIVATE
LIMITED GOLDMAN MALLS PRIVATE LIMITED

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी EMPERJUM INFRASTRUCTURE PRIVATE LIMITED thru HARDEEP
SINGHOTHER हाजिर हैं । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा सगझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SUMIT AGGARWAL पिता YOGESH
AGGARWAL निवासी SEC 48 GGM व श्री/श्रीमती /कुमारी SURENDER पिता HEERA RAM
निवासी GGM ने की ।

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



AND

Jubilant Malls Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at B-418, New Friends Colony, New Delhi – 110025, through its Authorized Signatory Mr. Ram Chander, duly authorized vide Board Resolution dated 5th day of February 2024 (hereinafter referred to as the "**JMPL**", which expression shall, unless repugnant to the context, mean and include its legal representatives, executors, administrators and permitted assigns);

AND

Goldman Malls Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at B-418, New Friends Colony, New Delhi – 110025, through its Authorized Signatory Mr. Ram Chander, duly authorized vide Board Resolution dated 5th day of February 2024 (hereinafter referred to as the "**GMPL**", which expression shall, unless repugnant to the context, mean and include its legal representatives, executors, administrators and permitted assigns);

IN FAVOR OF

Emperium Infrastruture Private Limited, a company incorporated under the Companies Act, 2013, having its Registered Office at 4, Tolstoy Marg, New Delhi 110001, through its Authorized Signatory Mr. Hardeep Singh, duly authorized vide Board Resolution dated 1st day of February 2024 (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the context, mean and include its legal representatives, executors, administrators, and assigns).

"**ILD**", "**ALM**", "**JMPL**" and "**GMPL**" are hereinafter collectively referred to as the "**Executants**".

The Executants and the Developer are hereinafter collectively referred to as the "**Parties**", and individually referred to as the "**Party**".

WHEREAS:

- A. The **Executants** are the sole, legal and absolute owners and have the legal, valid, clear, subsisting, and marketable rights, title, ownership, and interest over the land admeasuring 21.1799 (twenty one point one seven nine nine) acres situated at Sector 37-C, Village Basai, Tehsil and District Gurugram, Haryana ("**Larger Land**") with valid and marketable title.
- B. The **JMPL, ALM & GMPL** have granted the development rights over the Larger Land in favor of **ILD** vide various collaboration agreement/ joint development agreements herein (collectively referred to as the "**ALM Development Agreements**"), for construction and development of a group housing project in the name of 'ILD Green' & 'ILD Grand' over the Larger Land ("**Larger Project**");
- C. The Land Owners and Companies have obtained 3 (three) development licenses from the Department of Town and Country Planning, Haryana ("**DTCP**"), bearing nos. 13 of 2008, 96 of 2010 and 118 of 2011 (collectively referred to as the "**Licenses**") for development of the Larger Project over the Larger Land. The said Licenses are valid and subsisting as on the Effective Date.
- D. The **Executants** and the Developer have executed a Development Rights Agreement dated 12th February 2024 ("**Agreement**") in relation to the land admeasuring 3.788 (three point seven eight eight) acres on which the Tower 1 is proposed ("**Emperium Project Land**") and takeover the

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Reg. No.

Reg. Year

Book No.

308

2023-2024

4



पेशकर्ता



प्राधिकृत



गवाह

उप/संयुक्त पंजीयन अधिकारी
कादीपुर

पेशकर्ता :- thru SALMAN AKBAROTHER I/D MILLENNIUM PRIVATE LIMITED thru
SALMAN AKBAROTHER ALM INFOTECH CITY PRIVATE LIMITED thru RAM
CHANDEROTHER JUBILANT MALLS PRIVATE LIMITED thru RAM CHANDEROTHER
GOLDMAN MALLS PRIVATE LIMITED

प्राधिकृत :- thru HARDEEP SINGHOTHEREMPERIUM INFRASTRUCTURE PRIVATE
LIMITED

गवाह 1 :- SUMIT AGGARWAL

गवाह 2 :- SURENDER

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 308 आज दिनांक 12-02-2024 को बही नं 4 जिल्द नं 4 के पृष्ठ नं 98 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 29 के पृष्ठ संख्या 17 से 21 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 12-02-2024



उप/संयुक्त पंजीयन अधिकारी कादीपुर

development of Tower 1 forming part of the Larger Project comprising of total FSI of 25,690.45 (twenty five thousand six hundred ninety point four five) square meters ("Emperium Project FSI"); with population density of 300 persons per acre: ground coverage of 1471.66 (one thousand four hundred seventy one point six square meters) ("Emperium Project Ground Coverage") to be entirely utilized on the Emperium Project Land, forming part of the Larger Land (collectively referred to as the "Emperium Project")

- E. In terms of the Development Agreement, the Executants have, *inter-alia*, agreed to execute this GPA, in favour of the Developer thereby authorizing the Developer to do all acts, deeds, matters and things and to exercise all powers and authorities as may be necessary or expedient for the construction and development of the Project on the Project Land.

NOW, THEREFORE, THROUGH THIS IRREVOCABLE AND UNCONDITIONAL POWER OF ATTORNEY, the Executants do hereby irrevocably appoint, nominate and constitute the Developer through its authorized officers from time to time authorized signatory (as authorized by the Developer) as and to be the true and lawful attorney of each of the Executant and empower the Developer to do all or any of the following acts, deeds and things for and on behalf of the Executants in its sole and absolute discretion as per the terms of the Development Agreement, that is to say:

1. To exercise any right set forth in the Development Agreement, including but not limited to the exercise of the Development Rights which includes the irrevocable exclusive rights for planning, designing, development and construction, marketing, sales, launch, monetization, operation, management and like of the Emperium Project Land in accordance with the Development Agreement, the Emperium Project and the development rights in the Emperium Project Land along with absolute, unfettered rights and interest in all building, construction, structures on the Emperium Project Land, the development rights, benefits, FAR/ FSI, right to monetize, easements rights and privileges appurtenant on Emperium's Area Share thereto, including any and all rights, and privileges, attached to the Emperium Project Land and the Emperium Project, right of way and access, easements whatever, and/with all fixtures, fittings, facilities, amenities, waterways, drains, electricity and sewer connections, etc. on as is where is basis, free from all Encumbrances save & except Lender's Charge, encroachments, hindrances, restrictions, disturbances, attachments, liability, legal defect, *lis-pendens* claims save and except the Order of the Delhi High Court, disputes including any possession disputes, litigations of any nature whatsoever;
2. To enter upon and take sole possession and control of the Emperium Project Land and every part thereof on as is where is basis directly or through affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and or subsidiary to do all such acts and deeds required and/or necessary and remain in sole possession and control of peaceful enjoyment of the Emperium Project Land or any part thereof;
3. To make, modify, withdraw applications to the concerned Governmental Authority in respect of Approvals, including but not limited to the Approvals required for any infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical sub-stations and building plans, service plan estimates, Fire Approval and NOC, H-RERA Approval to be constructed on the Emperium Project Land and to carry out the same under the Approvals, sanctioned layout plan, or under order of any Governmental Authority and acquire all relevant Approvals for obtaining water, fire, services and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer;



4. To deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the full, free, uninterrupted and exclusive construction and development of the Emperium Project on the Emperium Project Land;
5. To appoint, employ or engage contractors, architects, development manager, surveyors, engineers, sub-contractors, labor, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, designing, development and construction of the Emperium Project; marketing, sales, launch, conveyance, transfer, lease, license disposal, monetization, operation, management and like of the Emperium's Area share
6. To carry out planning, design, all the infrastructure and related work/ construction and development for the Project, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, landscaping and all other common areas and facilities for the total area to be constructed on the Emperium Project Land, and to set up site offices, marketing offices and construct sample units;
7. To use, sell, transfer, allot, alienate, assign, lease, license, rent, grant, convey, dispose and monetize Emperium's Area Share in the Emperium Project in the manner as may be deemed fit by the Developer;
8. To sell, transfer, allot, assign, grant, lease, dispose of, monetize and appropriate the saleable areas of the Emperium's Area Share or any part thereof in any manner as may be deemed fit by the Developer as per the terms of the Agreement and to lease, license or rent the saleable areas of the Project to any third party and appropriate the amounts received from such lease, license or rent for Emperium's Area Share;
9. To plan, conceptualize, design and execute the Emperium Project;
10. To develop, construct and fully implement the Emperium Project and the Emperium Project Land and own and dispose-off the saleable areas of the Emperium's Area Share , in any manner whatsoever;
11. To market, sell, execute, brand, implement, monetize, promote, book, allot, lease, license, dispose and transfer the saleable areas of the Emperium's Area Share , in any manner whatsoever;
12. To launch the Project and issue advertisements in such mode as may be deemed fit by the Developer and announce the construction and development of the Project and invite prospective purchasers, lessees, licensees etc. for allotment, sale, lease, license and other forms of disposal and monetization of the Emperium's Area Share and have the unhindered right to the marketing, selling, leasing, disposal, monetization of the Emperium's Area Share;
13. To develop and construct the Emperium Project over the Emperium Project Land and dispose off the saleable areas of the Emperium's Area Share, in any manner whatsoever, and appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, designing, development and construction of the Emperium Project;
14. To sell, allot, transfer, convey, lease, license or create third party interest or alienate, monetize the saleable areas of the Emperium's Area Share by way of sale, allotment, conveyance, lease,



license or any other recognized manner of transfer and monetization and have the sole authority to determine and control pricing of the area, car parking spaces and other area/ spaces to be developed on the Emperium Project Land;

15. To enter into agreements, conveyance deeds/sale deed, allotment agreements, builder buyer agreements, allotment letters, transfer deeds, sale deeds, lease deeds, license agreements, and the like, only for Emperium's Area Share with the purchasers for itself and for and on behalf of the Executants only for Emperium's Area Share on such terms and conditions as deemed fit by the Developer and present the same for registration, to receive, retain and appropriate the full and complete proceeds from the sale, transfer, conveyance, lease, license, revenue share, monetization and like and give receipts upon receipt of the same only for Emperium's Area Share;
16. To do all such acts, deeds and things as may be required to carry out, or cause to be done, all technical and engineering activities for the purposes of the development of the Emperium Project and construction/ erection of buildings on the Emperium Project Land;
17. To make payment and/ or receive the refund of all deposits to and from all public or Governmental Authorities or public or private utilities relating to the development of the Emperium Project paid by the Developer, in the manner the Developer may deem fit;
18. To apply and obtain from DTCP under the Haryana Development and Regulation of urban Areas Act, 1975 and Haryana Development and Regulation of urban Areas Rules, 1976, any Approvals as may be deemed fit by the Developer; and to do all acts, deed and things as may required from time to time in regard as per the applicable Act and rules in the state of Haryana in respect of Development agreement.
19. To create security/ mortgage/ Encumbrance/ charge/ lien only on Emperium's Area Share on the Emperium Project and the Development Rights or any part thereof and to execute and present for registration as deemed fit by the Developer, all documents including but not limited to mortgage deeds, memorandum of entry, declaration, guarantees, hypothecation deeds, loan agreements, debenture trust deed, debenture subscription agreements, trust deed, pledge, no objection certificates, declaration, undertakings, affidavits, powers of attorney, etc., only for the purpose of development of the Emperium Project as may be required to record or create such security/ mortgage/ Encumbrance/ charge/ lien, and to execute all documents including but not limited to requisite forms, applications, mortgage deeds, memorandum of entry, declaration, guarantees, hypothecation deeds, loan agreements, debenture trust deed, debenture subscription agreements, trust deed, pledge, no objection certificates, declaration, affidavits, powers of attorney, etc. as may be required to record or create security/ mortgage/ Encumbrance/ charge/ lien and the like only on Emperium area share only for the purpose of development of the Emperium Project ;
20. To execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing, sale, monetization, mortgage, security creation and hypothecation of the area to be constructed on the Emperium Project Land including but not limited to brokerage agreements, execution/ registration of the relevant agreements;
21. To set up, install and make provision for the various facilities/ services at the Emperium Project as may be required under the Applicable Laws and/or rules made there under or as may be deemed fit by the Developer, demarcate the common areas and facilities, and the limited common areas and facilities in the Project, as per the lay out plan and to file and register all requisite deeds



and documents under the Haryana Apartment Ownership Act, 1987 including the deed of declaration;

22. To manage the Emperium Project and the Emperium Project Land and the common areas constructed upon the Emperium Project itself or through a nominee/ assign and to retain all benefits, consideration etc., accruing from such maintenance of the Project;
23. To take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Laws;
24. To give receipts and upon execution of the definitive documents in favour of purchasers of Emperium's Area Share, hand over ownership, possession, use or occupation of the area, car parking spaces, wherever required, proportionate undivided interest in the land underneath i.e. the Project Land only for Emperium's Area Share without any further reference to the Executants;
25. To carry out and comply with all the conditions contained in the Approvals for Emperium Project as may be obtained from time to time;
26. To apply for and obtain any Approvals in its name or in the name of the Executants for Emperium Project, including any connections of water, electricity, drainage and sewerage in its name and, or, in the name of the Executants;
27. To obtain completion certificate/ part completion certificate and occupation certificate/ part occupation certificate, in respect of the Emperium Project or any part thereof;
28. To exercise its rights for allotment, sale, lease, license or any other manner of transfer or creation of third party rights in the 'Emperium Project for Emperium's Area Share and enter into and register agreements with such transferees on such terms and conditions as it deems fits and on such marketing, transfer or sale, to receive the full and complete proceeds from the sale, transfer, conveyance, lease, license, revenue share, monetization and like of the Emperium's Area Share, for its own benefits, and give receipts and hand over ownership, possession, actual or constructive, use or occupation of the Emperium Project along with proportionate undivided interest in the land underneath i.e. the proportionate undivided interest in the Project Land, in such manner as may be feasible, expedient or necessary to transferee, or proposed transferee of the Emperium Project. It is clarified that any amount/ proceeds received in relation to the Emperium's Area Share shall exclusively belong to the Developer and the Executants shall not have any rights in the same;
29. To permit loans/ finance to the allottees/prospective Purchasers/lessees of the Emperium's Area Share and to do all such acts, deeds and things, as may be necessary, incidental or ancillary including signing of documents, affidavits, no objection certificate/permission etc. as may be a requirement of the customers/ buyers/ banks and/ or financial institutions for grant of such loans;
30. To protect the Emperium Project Land in such manner as the Developer may deem fit and proper, and for that purpose to take all steps including appointment of security agencies, guards, approaching the police, home department and all authorities for maintaining law and order;
31. To maintain the Emperium Project and do all such acts, deeds and things as may be required for maintenance of the Emperium Project, including to appoint agencies/ third parties for maintenance, collecting and utilising the maintenance charges and deposits from the allottees/ purchasers of the apartments, as per Applicable Law;

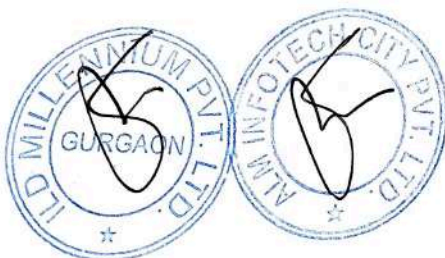


32. To make, modify and apply to the government or any Governmental Authority or any other authorities, for grant or extension of time if any prescribed in any consent, approval, permission, license, certificate etc. in respect of any matter in relation to the construction and development of the Emperium Project;
33. To perform its obligations under the Agreement, including but not limited to procuring License and registration under RERA from HRERA.
34. To appear before the HRERA, its appellate authority and all courts and tribunals having related jurisdiction, and defend, settle, compromise any legal proceeding and other matters concerning the Emperium Project or any part thereof; or proceeding and other matters concerning the development of the Emperium Project on the Emperium Project Land and to appear and act in all courts, original or appellate, and other government office (including the HRERA) and to sign, verify and present pleadings, complaints, written statements, appeals, reviews, revisions, cross objections, petitions and also to retain and employ counsels, pleaders, advocates or their attorney and to sign mukhtarnamas, vakalatnamas and warrant of attorney, whenever the Developer shall think expedient and proper to do so in relation to the Emperium Project and the Emperium Project Land;
35. To use the Executant's names, trademarks and erect sign board(s) on the Emperium Project Land, without payment of any consideration of whatsoever nature to the Executant in relation to the advertising for sale and disposal of the units of the Project and to publish advertisements in the newspaper(s), magazine(s), website(s) and such other media seeking prospective allottees and otherwise market the Project in any manner howsoever;
36. To enter into agreements, conveyance deeds, allotment agreements, builder buyer agreements, allotment letters, transfer deeds, sale deeds, lease deeds, license agreements, and the like, only for Emperium's Area Share, with the purchasers for itself on such terms and conditions as deemed fit by the Developer and present the same for registration for itself, to receive, retain and appropriate the full and complete proceeds from the sale, transfer, conveyance, lease, license, revenue share, monetization and like and give receipts upon receipt of the same only against Emperium's Area Share;
37. To manage the Emperium Project Land and the facilities constructed upon it and to deposit all types of fees, charges, securities deposits, demand, dues and taxes with regard to the Emperium Project Land with any concerned authority, to deal with such authorities and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc. and to compromise the same before any court of law, quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on Emperium Project Land and to take appropriate steps in accordance with law, to abate all nuisance;
38. To appear on its own behalf and on behalf of the Executants, before any Governmental Authority including (and not limited to) DTCP, Haryana State Industrial and Infrastructure Development Corporation, any development authority, municipal corporation, Dakshin Haryana Bijli Vitran Nigam, Haryana Vidyut Prasaran Nigam Limited, Survey of India, Fire Department, local body, public or private utilities and service providers, and to sign, follow up and make any letter, document, application, petition, representations and submissions, as the Developer may desire or deem fit from time to time, for any license, permission, Approvals (including fire clearances), sanction or consent required in connection with the exercise of the rights vested in it by virtue of



the Development Agreement as required under Applicable Laws, rules, regulations, orders, notifications in relation to the Emperium Project or the Emperium Project Land and for the purposes incidental thereto;

39. To charge and recover the EDC and IDC amounts from any apartment buyers/ allottees in the Project, and all such amounts shall be owned exclusively by and shall belong only to the Developer;
40. To make payment and/ or receive the refund of all deposits to and from all public or Governmental Authorities or public or private utilities relating to the development of the Emperium Project Land paid by the Developer, in the manner the Developer may deem fit;
41. To deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the full, free, uninterrupted and exclusive construction and development of the Emperium Project on the Emperium Project Land;
42. To borrow money(s) or avail any other financial facilities or lending or loans for exclusive use on Development and Construction of Emperium Project, from any financial or banking institutions and/or private parties for meeting the cost of the development and construction of the Project the Developer is fully entitled and be absolutely authorized and permitted to mortgage/ create charge over the Emperium's Area Share and Development Rights, project receivables of Emperium's Area Share in favour of any bank or financial institution in such a manner as the Developer think fit and proper in accordance with the Development Agreement;
43. To create charges/ security and mortgage the Emperium's Area Share, Emperium's Area Share receivables in lieu of providing the bank guarantees to DTCP or any other Governmental Authorities for the payment of the EDC, and, or, any other charges payable to DTCP or any other Governmental Authorities.
44. To set up, install and make provision for the various facilities/ services at the Emperium Project as may be required under the Applicable Laws and/or rules made there under, demarcate the common areas and facilities, and the limited common areas and facilities in the Emperium Project, as per the lay out plan and to file and register all requisite deeds and documents under the Haryana Apartment Ownership Act, 1987 including the deed of declaration;
45. To manage/ maintain the Emperium Project Land and the property and facilities/ common areas constructed upon the Emperium Project Land itself and/or to transfer/ assign right to maintenance to any third party and to retain all benefits, considerations etc. accruing from such maintenance of the Emperium Project;
46. To represent and apply for and arrange, record changes, in all official records of the Governmental Authorities in respect of the Development Agreement of Emperium Project, Emperium Project Land.
47. To enter into, make, sign, and execute all such contracts, agreements, deeds, , assurances, in accordance with the Development Agreement, instruments and other things as may in the opinion of the Developer be necessary or convenient or expedient for carrying out the purposes mentioned herein and in the Development Agreement;



48. To execute, sign and present all kind of suits, petitions or claim, objection, complaints, appeals, plaints, reviews, revisions, written statement, applications, contract, affidavits, undertakings, indemnity bond, agreements, etc. in proper courts and offices to proceed in all proceedings filed in respect of Emperium Project & Emperium project land to compromise and compound the cases, to withdraw them, to deposit and withdraw money from the respective authorities, to deposit and withdraw documents and to issue receipt and to take every step for the same regarding Emperium Project & Emperium project land as per the terms of the Development Agreement.
49. To do all acts, matters and things that may be necessary for effectuating the terms of Development Agreement, to make, sign, seal, execute, deliver, acknowledge and perform all engagements, contracts, documents, indentures, declarations, bonds, deeds, assurances, papers, writings and things including instruments of transfer, with respect to the Empeium Project or the Emperium Project Land or part thereof that may be necessary or proper to be entered into, made, signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of these presents and the Agreement and for all purposes incidental hereto as per the terms of the Development Agreement;
50. To delegate any or all of the powers as mentioned above or any other act, for or on behalf of the Executants, to one or more persons (including any entity) and to revoke such delegation of authority at pleasure;
51. To appoint further 1 (one) or more, substitute and to remove and/or reappoint in place and instead of the Developer and confer upon such substituted attorney all or any of the powers conferred herein;
52. The powers conferred upon the Developer, by virtue of this GPA may be exercised by any director, partner, officer or general attorney or attorneys of the Developer appointed after execution of these presents.

And generally, to do all such other acts, deeds and things as may be related, necessary or expedient in connection with the booking/ allotment for sale, lease, develop etc. of the units of the Emperium's Project.

The Executants hereby declare that this GPA is given in favour of the Developer and accordingly, the powers conferred herein upon the Developer can be exercised by any of its directors/ authorised representative(s) duly authorized under a resolution passed in the meeting of the board of directors of the Developer.

The Executants hereby declare that all acts, deeds, matters and things given or done by the Developer, in accordance with the Development Agreement, as for the aforesaid purpose shall be as good and effectual to all intents and purposes, in accordance with the Development Agreement, whatsoever as if the same had been signed, sealed and delivered given or made by the Executants.

The Executants hereby confirm that there is no requirement of any consent/ reference save and except already disclosed, to Executants for exercising the power and rights granted to the Developer under the Development Agreement and the GPA. The actions and deeds of the Developer pursuant to the Development Agreement and GPA shall be valid and binding on the Executants without any requirement of any ratification of the same by the Executants.

The Developer is entitled to delegate any or all of the powers and authorities under the GPA and the Agreement to any of its affiliates, assignee, nominee, employees or representatives.

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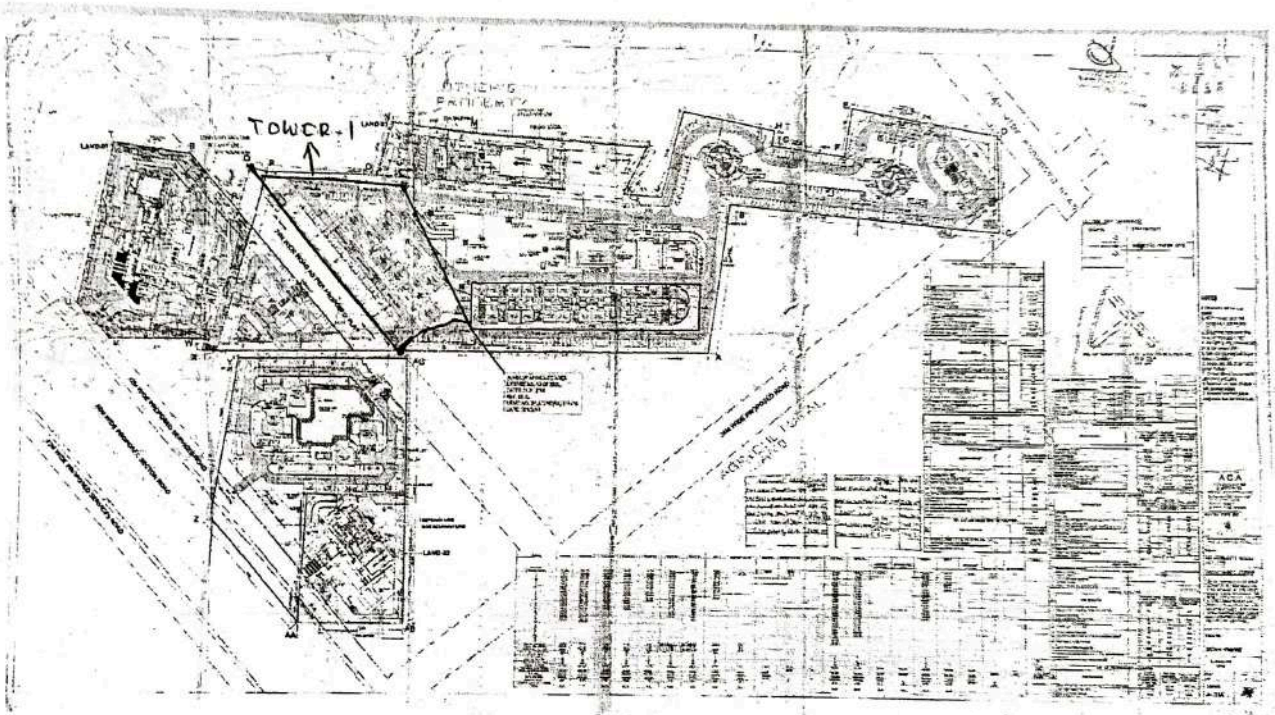


DETAILS OF Emperium Project Land

(to be inserted)

FORMING PART OF KHASRA NO.

Village	Khasra No.	Area	Sale Deed No.
Basai	742/2	B-B-B 1-3-17	19892
Basai	743	7-8-0	19892
	742/1/2	2-6-8	20050

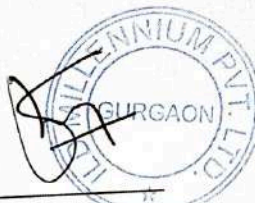






The Executants undertake, confirm, agree and acknowledge that they do not have any right to cancel, revoke or modify the GPA.

We hereby agree and confirm that this GPA is granted for consideration, the receipt and sufficiency of which we do hereby acknowledge, and to this intent and purpose shall be governed by the provisions of Section 202 of the Indian Contract Act, 1882.

Executants do hereby declare that this GPA shall be equally binding on its representatives, nominees, successors, executors, liquidators and assigns.

Capitalized words and expressions used but not defined herein shall carry the same meaning as ascribed to them in the Agreement. **IN WITNESS WHEREOF**, the Executants hereto have hereunto set and subscribed their hands on this GPA on the day, month and year first above written in the presence of the following witnesses who have signed these presents in the presence of the Executant:

<p>For ILD Millennium Private Limited</p> <p> Name: _____ Authorised Signatory</p>	<p>For ALM Infotech City Private Limited</p> <p> Name: _____ Authorised Signatory</p>
<p>For Jubilant Malls Private Limited</p> <p> Name: _____ Authorised Signatory</p>	<p>For Goldman Malls Private Limited</p> <p> Name: _____ Authorised Signatory</p>
<p>For Emperium Infrastructure Private Limited</p> <p> Mr. _____ (Authorized Signatory)</p>	

In the presence of:

By:

Name:

Address:

SURENDRA

SEC-48 Gurgaon

Bar

M. Ulu

In the Presence of:

By:

Name:

Address:

Sumit

SUMIT ANARWAL

A-701 PARK VIEW CITY ONE,
SEC-48 Gurgaon,

