

हरियाणा HARYANA 983684

789
18/09/2014

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that WE:

TEJPAL SINGH - SATBIR SINGH - RAMBIR SINGH sons of Sh. Mangeram ¾ Share and PRAMIL & PRADEEP sons of Sh. Ranvir Singh, 1/4 Share all residents of Village Bajghera, Tehsil & Distt. Gurgaon, (hereinafter collectively referred to as the "**EXECUTANTS**", which expression shall, unless repugnant or opposed to the context hereof, include and mean our successors in interest, heirs, attorneys, permitted assigns and all those claimant through them)

10544

Tejpal S/O Mangeram

प्रलेख नः 789 दिनाँक 18/09/2014

GPA 500

डीड सबंधी विवरण

डीड का नाम GPA

तहसील/सब-तहसील गुडगांवा

गांव/शहर बजघेडा

धन सबंधी विवरण

(R.K. VERMA)
Stamp Vender, Gurgaon
LIC No. 58/RA

स्टाम्प डयूटी की राशि 500.00 रुपये

रजिस्ट्रेशन फीस की राशि 100.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

Drafted By: Mahesh Kr. Chauhan, Adv.

Service Charge: 150.00 रुपये

यह प्रलेख आज दिनाँक 18/09/2014 दिन गुरूवार समय 3:14:00PM बजे श्री/श्रीमती/कुमारी Tejpal Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Mangeram निवासी Bajghera, Gurgaon द्वारा पँजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुँक्त पँजीयन अधिकारी
गुडगांवा

श्री Satbir Singh, Rambir Singh, Pradeep, Tejpal Singh, Pramil

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru:- Surender Kumar प्राधिकत हाजिर है। प्रस्तुत प्रलेख के तथ्यो को दोनो पक्षो ने सुनकर तथा समझकर स्वीकार किया। दोनो पक्षो की पहचान श्री/श्रीमती/कुमारी Mahesh Kr. Chauhan पुत्र/पुत्री/पत्नी श्री निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Suraj Bhan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Parbhu Dayal निवासी Harsaru, Gurgaon ने की।
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप मे जानते है तथा वह साक्षी नः 2 की पहचान करता है।

दिनाँक 18/09/2014

उप/सयुँक्त पँजीयन अधिकारी
गुडगांवा

WHEREAS:

A. The Executants are the absolute owners with uninterrupted possession of the property described in the Schedule – 1 hereunder written (hereinafter referred to as the "**Scheduled Property**").

B. The Executants have entered into a Development Agreement dated 22nd January, 2007, (hereinafter referred to as the "**Development Agreement**") with Emaar MGF Land Limited *(formerly known as Emaar MGF Land Private Limited)*, a company incorporated in terms of the Companies Act, 1956 and having its registered office at ECE House, 28 K.G. Marg, New Delhi – 110001, in terms which the parties thereto had agreed to grant marketing, development and construction rights to the Developer, to develop the Scheduled Property and build and construct a group housing project (the "**Project**") thereon. The said Development Agreement was further amended by the parties therein by way of a supplementary agreement dated 15 May 2014 (hereinafter referred to as the "**Supplementary Agreement**") to capture and record their revised understandings.

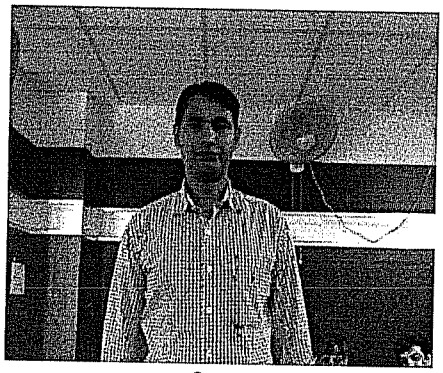
C. In terms of the Development Agreement, as amended by the Supplementary Agreement, the Executants have undertaken to execute this irrevocable General Power of Attorney, conferring the powers mentioned hereunder.

NOW THEREFORE, We, the Executants abovenamed, do hereby irrevocably appoint, nominate and constitute "**EMAAR MGF LAND LIMITED**", having its registered office at ECE House, 28 K.G. Marg, New Delhi – 110001 (the "**Attorney**"), acting through its authorised signatory(s), to be our true and lawful attorney, to do all or any of the following acts, deeds and things:

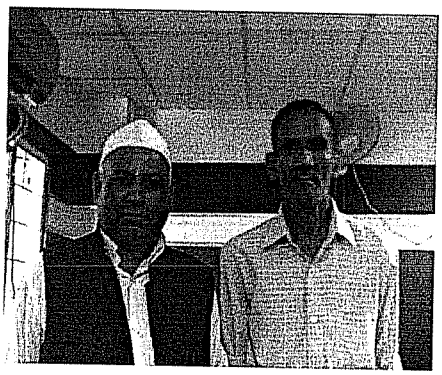
1. To survey the whole of the Scheduled Property; to procure/obtain, *inter alia*, the requisite recommendations, licenses, permissions, approvals, sanctions, etc., for the development, construction and completion of the proposed Project, including:



पेशकर्ता



प्राधिकत



गवाह



उप /सयुँक्त पँजीयन अधिकारी

a) Layout Plan and Building Plan Approval
b) Environmental Clearance
c) No objection from Airports Authority of India
d) Recommendation Certificate from Fire Fighting Department
e) Resolution for construction of Multi Storied Building
f) Building Permit
g) Service facility drawings
h) and any other statutory compliance certificate/permission/approval for the development of the Scheduled Property, from the competent authority and thereafter to construct a group housing complex thereon.

2. To perform all acts and deeds for development and construction of the group housing complex in accordance and conformity with the Zonal Plan and the rules and by-laws of the District Town and Country Planning Gurgaon, and/or such other Authority as may be prescribed therefore pertaining to the Scheduled Property as may be enforced in the area.

3. To represent us in all the offices of President of India; Governor of State of Haryana; all offices and departments of the Government of the State of Haryana and/or the Government of India and/or any other State Government or local authority, Town and Country Planning Department, State of Haryana; Municipal Committee/ Corporation, Haryana; Haryana Urban Development Authority; Land Acquisition Office of State of Haryana or any other office or authority of the State of Haryana; electricity board of Haryana or any of its successor entities, or any the government authority(s); Ministry of Environment & Forests; local body(ies), and to sign and make any letter, document, representation and petition for all and any license(s), permission(s), grant(s), approval(s) and consent(s), as may be required in connection with the work of sanction, development and construction of the said Complex and for purposes incidental and ancillary thereto and make payment of charges due and receive refunds and to take all necessary steps and to do or cause to be done all such acts, matters, deeds and things for the purpose aforesaid.

Reg. No.	Reg. Year	Book No.
789	2014-2015	4

पेशकर्ता	Tejpal Singh		
पेशकर्ता	Satbir Singh		
पेशकर्ता	Rambir Singh		
पेशकर्ता	Pramil		
पेशकर्ता	Pradeep		
प्राधिकत	thru:- Surender Kumar		
गवाह	Mahesh Kr. Chauhan		
गवाह	Suraj Bhan		

प्रमाण–पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 789 आज दिनाँक 18/09/2014 को बही नः 4 जिल्द नः 1,017 के पृष्ठ नः 199 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 4 जिल्द नः 214 के पृष्ठ सख्या 60 से 61 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनाँक 18/09/2014

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गुडगांवा

4. To enter upon the Scheduled Property and take and remain in possession of the Scheduled Property for the purposes stated in the Development Agreement.

5. To manage, control, look after and supervise the Scheduled Property and the Project in any manner as the said Attorney considers necessary and to pay all amounts due and payable in respect of the Scheduled Property to the authorities concerned and to get the receipts thereof.

6. To get the Scheduled Property assessed/ reassessed and to pay taxes, rates, charges, expenses and other outgoing charges whatsoever payable for and on account of the Scheduled Property or any part thereof and to insure the same and the Project against all or any losses or damage by fire or otherwise and to pay all permits for such insurances.

7. To carry out the development/construction of the Project on the Scheduled Property in reference either independently or by appointing contractors/sub-contractors or other agencies, and in that regard to engage any employee, labour, contractor, electrician, plumber, architect, planner, draftsman advertising agency(s), property dealer(s), consultant(s), auditor(s), quality surveyors, etc., and to fix their charges and or remunerations and pay the same to them.

8. To apply to metro or water authorities and to sign requisite documents for the purpose of obtaining additional service connections and supply so as to ensure maximum beneficial use of the Scheduled Property and to enter into contracts with various manufacturers and suppliers for the supply of necessary materials, articles and equipment required therefor.

9. To apply for, obtain and install electricity, gas, water, telecommunication services, surface and foul water drainage; sewerage connection, sewerage disposal connection in and for the Scheduled Property. To serve such notices and enter into such agreements with the statutory undertakings or other persons/companies/legal entities, as may be necessary to install any or all of the services mentioned herein. To apply for and obtain permits of cement, iron and

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steel or any other building materials from the appropriate authorities and to deposit the necessary charges for the aforesaid purposes and also to receive back the refunds, which may be due. To appear before the civil supply department(s) or any other concerned authority for the building material for construction, additions, alterations, to give the application, to file affidavit, undertaking indemnity bond, etc., and to make representations and to do all acts, deeds and things, as may be necessary and/or incidental and/or ancillary thereto.

10. To identify, negotiate, transact and enter into agreements/MOUs with intending purchasers/lessees of the area/unit(s)/ flat(s)/ floor space(s)/ apartment(s) etc., of the Project pertaining to Developer's Allocation and Owners' Revenue Allocation.

11. To book for sale register, issue allotment letters, enter into agreement to sell, rectification/amendment deeds, and such other agreements/arrangements, and to receive part payments from the intending purchaser(s) of area/unit(s)/ flat(s)/ floor space(s)/ apartment(s) etc. agreed to be sold to different intending purchaser(s) by the said Attorney pertaining to Developer's Allocation and Owners' Revenue Allocation at the cost and expense of the said intending purchaser(s) and to give the said intending purchaser(s) title as may be permissible by present or future law at his/ their own risk(s) and responsibilities and for a such price and on such terms and considerations as the said Attorney may think fit and expedient and to execute relevant documents therefor.

12. To sign and execute deeds of sale/conveyance/lease with respect to the Scheduled Property pertaining to Developer' s Allocation and Owners' Revenue Allocation in favor of purchasers/lessees and to present such deeds or deeds of sale/conveyance/lease, or agreements to sale etc., for registration and to admit execution thereof before the competent Registrar or Sub-Registrar having authority.

13. To deposit any money in the treasury or any of the offices of the Registrar and or Sub-Registrar for the purpose of purchasing stamp for the execution of

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agreement to sale, sale/conveyance/lease deeds or other deeds or documents, and to register the same.

14. To appear before the Office of Sub-Registrar or Registrar on our behalf, and to present any document for registration and to admit the execution thereof and give acknowledgement/ receipt of the payment on our behalf and to do all other acts deeds and things that may be necessary for the registration of the document so presented and to receive the same from the office of Sub-Registrar or Registrar after having duly registered and to sign and deliver proper receipt for the same. To sign all forms and endorsements necessary for registration of such agreements/deeds or any other deeds.

15. To accept and receive advance money and/or subsequent and final payments on our behalf in its own name from the said purchaser(s) or lessee(s) or their heirs and assigns, for the price or lease money/charges for unit(s)/ flat(s)/ floor space(s)/ apartment(s) etc. of the Project and give effective receipts and discharges for the same in its own name(s) and to retain the money unto himself / themselves pertaining to Developers Allocation and Owners' Revenue Allocation.

16. To appear on our behalf and to represent our interest before the Income Tax, Wealth Tax, Gift Tax and other Taxing authorities in respect of our income tax, wealth tax, gift tax and other, as also before any tribunal or court.

17. To sign on our behalf Income Tax, Wealth Tax and Gift Tax and other returns and to submit the same on our behalf to the respective Taxing authorities.

18. To institute, conduct, defend, compromise or abandon any legal proceeding(s) and other matters concerning under or for the purpose of the Scheduled Property and the Project, which arise after the execution of the Development Agreement and with regard to such legal proceeding and/or other matters incidental thereto - acting thereupon, to appear and act in all the courts, original, revisional or appellate, and other Government and private offices and to sign, verify and

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present pleadings, plaint, written statement, petitions, appeals, reviews, revision, cross-objections, petitions for execution, petitions for withdrawal, compromise, as shall be deemed necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsel, pleaders, advocates or other attorney to sign mukhtarnamas, vakalatnamas, and warrants of attorney, whoever the said Attorney shall think expedient and proper to do so.

19. To warn off and prohibit and if necessary, proceed against, in due form of law, all trespassers on the Scheduled Property and/or the Project and to take appropriate steps, whether by action or otherwise to abate all nuisances.

20. To accept service of summons or other legal processes or notice in any suit or legal proceedings and any person to represent in such court civil or criminal or revenue court or tribunal or before any officer or other tribunal whatsoever.

21. To enter into, make, sign, seal, execute, deliver, acknowledge, perform all engagements, contracts, agreements, deeds, declarations, bonds, assurances and other documents papers writings and things, in our name and on our behalf, that may be necessary or proper to be entered into, made signed executed delivered acknowledged and performed for any of the purposes of these presents to or in which we are or may be party or in any way interested.

22. In general to do all other acts deeds, matters and things whatsoever in or about the Schedule mentioned property and things herein either particularly or generally described as amply and effectually to all intents and purpose as we could do in our own proper person if these presents had not been made.

23. To delegate the powers hereunder given, and to authorize any person whom our Attorney may consider fit and proper, generally to perform execute and to do all acts, deeds and things which may become necessary for the purposes hereof.

24. All the acts deed and things done or caused to be done by the said Attorney or by any of its delegates or delegatees shall be deemed to have been done by us

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and we hereby agree to ratify and confirm all and whatever the said Attorney or its delegates or delegatees shall do or cause to be done by virtue of the powers conferred by these presents. We hereby declare that this instrument shall be equally binding on our representatives and successors.

25. This Power of Attorney shall be confined only to the matters pertaining to the Scheduled Property and the Project and all the necessary actions connection therewith the above objects may be taken by the Attorney. The said Attorney is further authorized to sign loan documents, deeds or any other document for obtaining finances from banks/financial institutions and to mortgage the Scheduled Property for the Project.

26. We hereby agree and confirm that this irrevocable General Power of Attorney 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.

AND WE, the abovenamed Executants, do hereby state that the acts, deeds and things done or got done by the said Attorney, or by any of its delegates or delegatees by virtue of this irrevocable General Power of Attorney, in respect of the Scheduled Property and for the said Project, be construed as acts, deeds and things, done by me.

AND WE, the abovenamed Executants, do hereby undertake to ratify whatever the Attorney or any substitute or agent appointed by it under the power in that behalf hereinbefore contained may lawfully do or cause to be done in and by virtue of these presents.

SCHEDULE – 1

(Scheduled Property)

Piece of land bearing Khewat No. 100, Khata No. 107, Mustil No. 50, Kila No. 19/2/2/2(1-19), 20/2(4-13), 21(8-0), 22(7-9), 28(0-11) & Mustil No. 53, Kila No. 5/2(2-1), 6(2-5) 7/1 (1-12) & Mustil No. 54, Kila No. 1(9-0) Kitta 9 total admeasuring 37 Kanal 10 Marla i.e. 4.6875 Acres situated in the revenue estate of village Bhajghera, Tehsil & District Gurgaon,Haryana

IN WITNESS WHEREOF WE, the abovenamed Executants, have set and subscribed our hands to these presents on 18 day of Sep, 2014.

Signed and delivered by the EXECUTANTS:

Drafted By :
Mahesh K. Chauhan
Advocate
Distt. Courts, Gurgaon

TEJPAL SINGH **PAN :**	**SATBIR SINGH** **PAN :**
RAMBIR SINGH **PAN :**	**PRAMIL** **PAN :**
PRADEEP	

PAN : _____	
Witness 1: _____ **Name:** Mahesh K. Chauhan **Address:** Advocate, Gurgaon _____ **PAN :** _____	**Witness 2:** _____ **Name:** Suraj Bhan S/O **Address:** Pashy Jaypal R/O Haryana Gurgaon **PAN :** _____