

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 07/11/2024

Certificate No. G0G2024K5030



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

GRN No. 123553874



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Namu Realtech Private limited

H.No/Floor : 461/462

Sector/Ward : Nil

LandMark : Udyog vihar phase III

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 80*****45



Buyer / Second Party Detail

Name : Max estates Gurgaon Tow limited

H.No/Floor : Maxhouse

Sector/Ward : Nil

LandMark : Okhla industrial estate

City/Village: New delhi

District : Delhi

State : Delhi

Phone : 99*****69

Purpose : GENERAL POWER OF ATTORNEY



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

For Namu Realtech Pvt Ltd

Authorised Signatory

For MAX ESTATES GURGAON TWO LIMITED

Authorised Signatory

प्रलेख न:129

दिनांक:08-11-2024

डीड संबंधी विवरण

डीड का नाम GPA
तहसील/सब-तहसील हरसरु
गांव/शहर हरसरु

धन संबंधी विवरण

राशि 1 रुपये
स्टाम्प नं : G0G2024K5030
राजिस्ट्रेशन फीस की राशि 100 रुपये
स्टाम्प ड्यूटी की राशि 1000 रुपये
स्टाम्प की राशि 1000 रुपये
EChallan:123579957
पेस्टिंग शुल्क 3 रुपये

Drafted By: NAVEEN KUMAR ADV

Service Charge:200

यह प्रलेख आज दिनांक 08-11-2024 दिन शुक्रवार समय 12:24:00 PM बजे श्री/श्रीमती /कुमारी
NAMO REALTECH PVT LTD thru RAMBIROTHER निवास GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया।



उप/संयुक्त पंजीयन अधिकारी (हरसरु)

हस्ताक्षर प्रस्तुतकर्ता
NAMO REALTECH PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MAX ESTATES GURGAON TWO LTD thru PUNIT SOODOTHER हाजिर है।
प्रतुत प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी NAVEEN पिता --- निवासी GGM व
श्री/श्रीमती /कुमारी DEEPAK पिता ---
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।

दिनांक 08-11-2024

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

GENERAL POWER OF ATTORNEY

This General Power of Attorney ("GPA") is executed and made at Gurugram on November 08, 2024;

BY

NAMO REALTECH PRIVATE LIMITED (CIN: U70101HR2012PTC075003, PAN: AADCM9526E), a company registered under the Companies Act, 1956, having its registered office at 461-462, Udyog Vihar Phase-III Gurugram, Haryana 122016, through its authorized signatory Mr. Rambir duly authorized vide board resolution passed in the board meeting held on September 21, 2024 and the shareholders resolution passed in the shareholders meeting held on September 21, 2024 (hereinafter referred to as the "**Land Owner**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, executors, administrators and permitted assigns);

IN FAVOUR OF

MAX ESTATES GURGAON TWO LIMITED (CIN: U68100DL2024PLC424818, PAN: AARCM6441M), a company incorporated under the Companies Act, 2013, having its registered office at Max House, Kh. No. 335/2, 355/18, 337 and 1511/339, Okhla Industrial Estate, New Delhi-110020, through its authorized signatory Mr. Puneet Sood, duly authorized vide board resolution passed in the board meeting held on October 24, 2024 (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, executors, administrators and assigns).

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

WHEREAS:

- A. The Parties herein have executed a Joint Development Agreement dated November 08, 2024 ("**JDA**") in terms whereof, the Land Owner has, *inter alia*, granted the Development Rights in favour of the Developer on the land parcels admeasuring 4.35625 (four point three five six two five) acres, situated in Village Harsaru, Sector 36-A, Sub-Tehsil Harsaru, District Gurugram, Haryana as more particularly described under Schedule I of this GPA (hereinafter referred to as the "**JDA 3 Land**"); and
- B. In terms of the JDA, the Land Owner has, *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 JDA 3 Project on the JDA 3 Land as a part of the Project on the Project Land.

NOW, THEREFORE, THROUGH THIS IRREVOCABLE AND UNCONDITIONAL POWER OF ATTORNEY, the Land Owner does hereby irrevocably appoint, nominate and constitute the Developer through its authorized officers, employees, Affiliates/ subsidiaries/ trust controlled by the Developer from time to time and its authorized signatory (as authorized by the Developer or its Affiliates/ subsidiary) as and to be the true and lawful attorney of the Land Owner and empower the Developer to do all or any of the following acts, deeds and things for and on behalf of the Land Owner in accordance with the terms of the said JDA, in its sole and absolute discretion and, that is to say:

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For MAX ESTATES GURGAON TWO LIMITED


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Reg. No.

Reg. Year

Book No.

129

2024-2025

4



पेशकर्ता



प्राधिकृत



गवाह

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru RAMBIROTHER NAMO REALTECH PVT LTD

प्राधिकृत :- thru PUNIT SOODOTHERMAX ESTATES GURGAON TWO LTD

गवाह 1 :- NAVEEN

गवाह 2 :- DEEPAK

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 129 आज दिनांक 08-11-2024 को बही नं 4 जिल्द नं 2 के पृष्ठ नं 2.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 23 के पृष्ठ संख्या 70 से 72 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 08-11-2024



उप/सयुक्त पंजीयन अधिकारी हरसरु

1. to be the developer of the JDA 3 Land and carry out the development, construction and Marketing of the JDA 3 Project, JDA 3 Land, JDA 3 Project FSI, Total Project FSI, Units and right to take all decisions relating to the JDA 3 Project;
2. to enter upon and take physical possession and control of the JDA 3 Land and every part thereof for the purpose of the JDA 3 Project, grant access to its Affiliates, associates, development managers, project managers, nominees, agents, architects, consultants, representatives, contractors, subsidiary, etc. for undertaking the development and construction of the JDA 3 Project on the JDA 3 Land, and to do all such acts and deeds required and, or, necessary in this regard;
3. to carry out the conceptualization, execution, implementation and construction/ development and completion of the JDA 3 Project on the JDA 3 Land in terms of JDA;
4. to make, modify, withdraw applications to the concerned Government Authority(ies) for obtaining the Approvals in relation to the JDA 3 Project and the JDA 3 Land, in its own name and, or, in the name of the Land Owner and to sign, execute all applications, plans, Specifications, writings, affidavits, undertakings, indemnity deeds and documents as may be required for itself and on behalf of the Land Owner, as may be applicable, including but not limited to the Approvals required for any infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other common areas and facilities for the area, building plans, to be constructed on the JDA 3 Land, including environmental approvals and fire clearances, permits for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer, and obtain all such Approvals;
5. 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 Government Authority(ies) in relation to the full, free, uninterrupted and exclusive right for construction and development of the JDA 3 Project on the JDA 3 Land;
6. to appoint, employ or engage contractors, architects, development manager, project manager, surveyors, engineers, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, designing, development and construction, Marketing, sales, launch, conveyance, transfer, lease, license disposal, monetization, operation, management and like of the JDA 3 Project;
7. to carry out planning, design, all the infrastructure and related work/ construction and development for the JDA 3 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 area to be constructed on the JDA 3 Land, and to set up site offices, marketing offices and construct sample units;
8. to plan, conceptualize, design and execute the JDA 3 Project;
9. to launch the JDA 3 Project altogether or in phases as may be deemed fit by the Developer, for booking, advances, sale, lease, license, transfer, or creation of the Third Party rights, and other forms of disposal and monetization of the Units and areas in the JDA 3 Project, and issue advertisements in such mode as may be deemed fit by the Developer and announce the construction, development and launch of the JDA 3 Project and invite prospective Purchasers, lessees, licensees, etc. for allotment, sale, lease, license, transfer, and other forms of disposal

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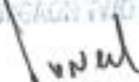
- and monetization of the Units and areas in the JDA 3 Project, and have the unhindered right to the Marketing, selling, leasing, disposal, monetization of the Units and areas developed in the JDA 3 Project;
10. to exercise full, free, uninterrupted, unfettered, absolute, exclusive and irrevocable marketing, leasing, licensing or sale rights in respect of the Units and areas of the JDA 3 Project, by way of sale, lease, license or any other manner of transfer or creation of Third Party rights therein and other forms of disposal and monetization; and enter into agreements with all intending Purchasers, to receive and appropriate proceeds and give receipts and hand over ownership, possession, use or occupation of the Units; and to sell the Units;
 11. to develop, construct, market, sell, execute, brand, implement, monetize, promote, book, allot, lease, license, dispose, transfer, complete and fully implement the JDA 3 Project on the JDA 3 Land by utilising the JDA 3 Project FSI and Total Project FSI;
 12. to sell, allot, book, transfer, convey, lease, license or otherwise dispose of, create Third Party rights, title, interest or alienate, monetize the JDA 3 Project, Units and areas in the JDA 3 Project by way of sale, allotment, transfer, conveyance, lease, license or any other manner of transfer and monetization; have the authority to determine and control pricing of the area, car parking spaces and other area/ spaces to be developed on the JDA 3 Land;
 13. to enter into agreements, conveyance deeds, allotment agreements, builder buyer agreements, allotment letters, transfer deeds, sale deeds, lease deeds, license agreements, and the like, with the Purchasers for itself and for and on behalf of the Land Owner, on such terms and conditions as deemed fit by the Developer and present the same for registration for itself, and for and on behalf of the Land Owner, 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;
 14. to add/ include/ amalgamate any additional/ further/ incremental FSI/ TDRs on the JDA 3 Land;
 15. to add/ include any further density as may be decided by the Developer on the JDA 3 Land in the manner as may be deemed fit by the Developer, in accordance with the Applicable Laws;
 16. to make payment and/ or receive the refund of all deposits to and from all public or Government Authority(ies) or public or private utilities relating to the JDA 3 Project paid by the Developer, in the manner the Developer may deem fit;
 17. to surrender any portion of the JDA 3 Land or any part thereof (as may be required under the Applicable Laws) to the Government Authority(ies) or any such area falling under the set-back area or under any reservation to the Authorities in the prescribed manner and to take all necessary steps in that regard and for the benefit of the JDA 3 Project and to make necessary correspondences;
 18. to create security, mortgage, Encumbrance, charge, lien on the JDA 3 Land, JDA 3 Project, Development Rights, JDA 3 Project FSI, Total Project FSI or any part thereof for the purpose of raising finance for the development, construction and completion of the JDA 3 Project including for furnishing the bank guarantee to the DTCP, as per the applicable law, 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

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For MANESTATES GUNGAGY TWO LINE Page 13



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objection certificates, declaration, affidavits, powers of attorney, etc. and the like, for and on behalf of the Land Owner as may be required to record or create such security, mortgage, Encumbrance, charge, lien;

19. to execute all legal and statutory writings, agreements and documentations for the exercise of the Development Rights and appear before the jurisdictional Sub Registrar towards registration of the documents, as envisaged herein and in connection with all the mortgage, security creation and hypothecation on the JDA 3 Land, and, or the JDA 3 Project FSI including but not limited to brokerage agreements, execution/ registration of the Unit Agreement(s);
20. to set up, install and make provision for the various facilities/ services at the JDA 3 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 JDA 3 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;
21. to manage/ maintain the JDA 3 Project and the JDA 3 Land and the common areas constructed in the JDA 3 Project upon the JDA 3 Land itself or through a nominee/ assign and to collect all benefits, consideration, etc., accruing from such maintenance of the JDA 3 Project;
22. to manage, maintain and operate the community sites, clubs, banquets, school, as may be developed on the JDA 3 Land, in the manner as may be deemed fit by the Developer;
23. to take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Laws in relation to the JDA 3 Project;
24. to give receipt, hand over ownership, possession, use or occupation of the Units, car parking spaces, retail and commercial premises, other areas in the JDA 3 Project, along with proportionate undivided share in the JDA 3 Land or any part thereof;
25. to utilize and enjoy the Total Project FSI as per the terms set forth in the JDA;
26. to utilize the JDA 3 Project FSI and the Total Project FSI for development of the JDA 3 Project on the JDA 3 Land;
27. to carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;
28. to obtain completion certificate and occupation certificate in respect of the JDA 3 Project or any part thereof;
29. to generally, do any and all other acts, deeds and things that may be required for the exercise of the Development Rights as more elaborately stated in JDA and all acts, deeds and things that may be required for the planning, designing, development and construction, Marketing, sales, launch, conveyance, transfer, lease, license disposal, monetization, operation, management and like of the JDA 3 Land, the JDA 3 Project, JDA 3 Project FSI, Total Project FSI or any part thereof in terms hereof;
30. to protect the JDA 3 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

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the police, home department and all authorities for maintaining law and order;

31. to perform its obligations under the JDA, including but not limited to procuring Approvals and registration under RERA from HRERA;
32. to appear before the HRERA, its appellate authority and all courts and tribunals having related jurisdiction, and defend, settle, compromise or abandon any legal proceeding and other matters concerning the JDA 3 Project or any part thereof; or proceeding and other matters concerning (excluding such matters and disputes between the Developer and the Land Owner), the development of the JDA 3 Project on the JDA 3 Land and to appear and act in all courts, original or appellate, and other government and private offices (including the HRERA) and to sign, verify and present pleadings, complaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises or other necessary deeds and documents as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages 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 JDA 3 Project and the JDA 3 Land;
33. to deposit all types of fees, charges, securities deposits, demand, dues and taxes with regard to the JDA 3 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, assessments, etc. and to enter into compromises in relation to 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 JDA 3 Land and to take appropriate steps in accordance with law, to abate all nuisance, of any kind whatsoever;
34. to appear on its own behalf and on behalf of the Land Owner, before any Government Authority including but not limited to the DTCP, Haryana State Industrial and Infrastructure Development Corporation, Haryana Shehri Vikas Parishad (earlier known as Haryana Urban Development Authority) any development authority, municipal corporation, Ministry of Environment, Forest, State Expert Appraisal Committee, State Environment Impact Assessment Authority, Haryana State Pollution Control Board, Deputy Commissioner, Land Revenue Office, Forest Office, Dakshin Haryana Bijli Vitran Nigam, Haryana Vidyut Prasaran Nigam Limited, HRERA, Archeologic Survey of India, Fire Department, Airports Authority of India, Building & Other; Construction Workers Department, Labour Department, National Capital Region Planning Board, Central Ground Water Authority, 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 environmental approvals and fire clearances), sanction or consent required in connection with the exercise of the rights vested in it by virtue of the JDA as required under Applicable Laws, rules, regulations, orders, notifications in relation to the JDA 3 Project or the JDA 3 Land and for the purposes incidental thereto;
35. to apply for and obtain the Approvals for the JDA 3 Project and the JDA 3 Land (including environmental approvals and fire clearances), permissions, consents, sanctions etc. as may be required and as set forth in the JDA, in respect of the JDA 3 Project in its name or in the name of the Land Owner, and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection, levelling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls,



electrical sub-stations and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/ or to be done on the JDA 3 Land for becoming eligible for grant of such Approvals, permissions, consents, sanctions etc. as may be required, for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnity deeds and documents as may be required for the aforesaid purpose;

36. to provide for all information and obtain Approvals including building plan from the DTCP or any Approval from the any other Government Authority for the JDA 3 Land;
37. to pay all such taxes, duties, cess, levies etc. on behalf of the Land Owner pertaining to the JDA 3 Land, upon failure by the Land Owner for payment of the said taxes, duties, cess, levies etc. Such, taxes, duties, cess, levies etc. shall be reimbursed by the Land Owner to the Developer;
38. to decide the name and, or identification numbers given to the buildings or portions thereof of the JDA 3 Project which shall be displayed in a manner as may be decided by the Developer, without any obstruction, nuisance or hindrance by the Land Owner;
39. to represent and apply for and arrange mutation, record changes, in all official records of the Authorities in respect of part or full transfer of the JDA 3 Project, JDA 3 Land or any area/ space/ Units/ plots in the JDA 3 Project as may be deemed appropriate by the Developer;
40. to institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning the JDA 3 Project and/or the JDA 3 Land and to appear and act on all judicial, quasi-judicial matters before any Government Authority and private offices and to do any of the following whenever the Developer shall think expedient and proper to do so:
 - (i) to engage or appoint a legal practitioner(s)/ advocate(s) to conduct the same and to sign power(s) of attorney/ vakalatnama in its behalf;
 - (ii) to sign, verify and file any suits, plaint, complaints, written statements, petition, application, affidavit etc. in proper courts of law and offices and to follow up and proceed in all the proceedings filed in the name of the Land Owner name and on behalf of the Land Owner;
 - (iii) to appear before the court, tribunal, authority, department or body in the proceedings in connection therewith;
 - (iv) to produce or summon or receive back any documentary evidence;
 - (v) to make and present to the court, tribunal, authority department or body any application in connection therewith;
 - (vi) to enter into compromises or to refer such suit or claim to arbitration;
 - (vii) to deposit and withdraw any money(s) in connection with such suit;
 - (viii) to file application for execution of a decree or order passed in any suit or proceedings as the case may be and to sign and verify such application;
 - (ix) to apply for inspection and inspect documents and records of any court;




- (x) to obtain copies of documents and papers;
 - (xi) 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 the Developer may deem fit in connection with any such suit, application or appeal, etc.;
 - (xii) In respect of the JDA 3 Project, and/ or the JDA 3 Land, to compromise, compound or withdraw the cases, to appoint arbitrators, to proceed in arbitration proceedings, to deposit and withdraw the money, to execute decree, to receive and recover the decretal amount, to issue receipt, to take every step necessary for the same;
 - (xiii) to appoint further attorney and to cancel or revoke the powers conferred upon such attorney; and
 - (xiv) to agree for adjudication of disputes by arbitrator, to get any dispute referred for adjudication to the arbitrator, to settle any matter during the course of arbitration proceedings, to make statement, to sign compromise and to get award passed in terms of the compromise by the arbitrator.
41. in case the JDA 3 Land/ the JDA 3 Project or any part thereof is notified for acquisition or requisitioning, to appear before the acquisition or requisitioning authorities, and to file applications, objections, claims for compensation or otherwise, to receive compensation and to prosecute such proceedings and to do all other acts, deeds, matters and things as may be necessary in that behalf;
 42. to do all acts, matters and things that may be necessary for effectuating the terms of any agreement entered or to be entered into, 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 JDA 3 Project or the JDA 3 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 JDA and for all purposes incidental hereto;
 43. 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;
 44. to submit or renew any bank guarantees pertaining to the JDA 3 Land or any part thereof to the lender for procurement of such bank guarantees pertaining to the JDA 3 Land, if applicable;
 45. to avail, utilize and obtain approvals for all Additional FSI available for the JDA 3 Land, as per the terms and conditions of the JDA, including but not limited to under the TDR Policy and, or, any change in the Applicable Laws and, or; due to the revision in any existing policy of the Government Authority, or introduction of any new policy by the Government Authority.

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 etc. of the Units in the JDA 3 Project, even if they

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For MAX ESTATES GURGAON TWO LIMITED


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are not covered by the above clauses, as fully and effectively as the Land Owner could do.

The Land Owner hereby declares 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 Land Owner hereby declares that all acts, deeds, matters and things given or done by the Developer as for the aforesaid purpose shall be as good and effectual to all intents and purposes whatsoever as if the same had been signed, sealed and delivered, given or made, by the Land Owner.

The Land Owner hereby confirms that there is no requirement of any consent/ reference to Land Owner for exercising the power and rights granted to the Developer under the JDA and the GPA. The actions and deeds of the Developer pursuant to JDA and GPA shall be valid and binding on the Land Owner without any requirement of any ratification of the same by the Land Owner.

The Land Owner hereby undertakes, confirms, agrees and acknowledges that they do not have any right to cancel, revoke or modify the GPA. If required for whatever reasons and on the instruction of the Developer, the Land Owner, shall execute or cause to execute such documents as may be required by the Developer to give full effect to the powers granted to the Developer hereinabove.

The Land Owner hereby agrees and confirms that this GPA is granted for consideration, the receipt and sufficiency of which is acknowledged hereby and is irrevocable and shall be governed by the provisions of the Section 202 of the Indian Contract Act, 1872.

The Land Owner hereby declares 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 JDA.

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For Namotech Pvt Ltd


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For MAX ESTATES MURGAON TWO LIMITED


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Schedule I

Description of the JDA 3 Land

S. No.	Rectangle No.	Killa No.	Land Extent	
			Kanal	Marla
1.	123	23	8	0
2.		24	8	0
3.		25	8	0
4.	131	3	1	11
5.		4	3	13
6.		5	5	13
TOTAL AREA			34	17
TOTAL AREA IN ACRES			4.35625 Acres	

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For MAX ESTATES GURGAON TWO LIMITED

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IN WITNESS WHEREOF, the Land Owner hereto has hereunto set and subscribed its 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 Land Owner:

For Land Owner	For Namu Realtach Pvt Ltd  Authorised Signatory
Name: Authorised Signatory	

For Developer	For MAX ESTATES GURUGRAM TWO LIMITED  Authorised Signatory
Name: Authorised Signatory	

In the Presence of:	In the Presence of:
By: Name: Address:	By: Name: Address:

Drafted By 
NAVEEN KUMAR (Advocate)
Distt. Court Gurugram
As per both parties instructions
28/11/24


NAVEEN KUMAR
Advocate
Distt. Court Gurugram


Deepak Kumar
Advocate
Distt. Court. Gurugram



100-100
100-100
100-100

NAMO REALTECH PRIVATE LIMITED

(CIN: U70101HR2012PTC075003)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ("BOARD") OF NAMO REALTECH PRIVATE LIMITED ("COMPANY") HELD ON SATURDAY, THE 21st DAY OF SEPTEMBER 2024 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 461-462, UDYOG VIHAR, PHASE-III GURGAON, HARYANA-122016, COMMENCED AT 12:00 PM

EXECUTION OF THE JOINT DEVELOPMENT AGREEMENT AND GENERAL POWER OF ATTORNEY.

The Chairman informed the Board that the Company proposes to enter into a joint development agreement ("JDA") with Max Estates Gurgaon Two Limited, a company incorporated under the Companies Act, 2013, bearing CIN U68100DL2024PLC424818, PAN: AARCM6441M, and having its registered office at Max House, Khasra No. 335/2, 255/18, 337 and 1511/339, Okhla Industrial Estate, New Delhi, India - 110020 ("Developer"), in terms whereof the Company will transfer the development rights over the land admeasuring 4.35625 (four point three five six two five) acres situated at Village Harsaru, Sector 36-A, Sub- Tehsil Harsaru, District Gurugram, Haryana, ("Project Land") in favour of the Developer.

The details of the Project Land are set out hereinbelow:

S. No.	Rectangle No.	Killa No.	Land Extent	
			Kanal	Marla
1.	123	23	8	0
2.		24	8	0
3.		25	8	0
4.	131	3	1	11
5.		4	3	13
6.		5	5	13
TOTAL AREA			34	17
TOTAL AREA IN ACRES			4.35625 Acres	

The drafts of the joint development agreement and general power of attorney and other documents pertaining to the Project Land, to be executed between the Company and the Developer were placed before the Board. After discussions, the Board passed the following resolutions unanimously:

"RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013, read with the other applicable sections, rules and regulations including any statutory modification(s) or re-enactment thereof, for the time being in force, and the enabling provisions in the Memorandum of Association and Articles of Association of the Company, the consent of the Board be and is hereby accorded to execute the following documents: (i) **JDA**; and (ii) **Power of Attorney** with the Developer for transfer of development rights over the Project Land.

RESOLVED FURTHER THAT any director of the Company, Mr. Akash Khurana and Mr. Rambir, Authorized Signatories be and are hereby authorized to sign and execute JDA, Power of Attorney and other documents and to do or cause to be done, all such acts and things and to execute and deliver all such instruments and documents, as each shall be necessary for the purpose of giving effect to the above resolution.



NAMO REALTECH PRIVATE LIMITED

(CIN: U70101HR2012PTC075003)

RESOLVED FURTHER THAT any director of the Company, Mr. Akash Khurana and Mr. Rambir, Authorized Signatories be and are hereby authorized to approve and finalize, sign, execute and deliver all documents in relation to the JDA, Power of Attorney and other documents and such other agreements, deeds, undertakings, letters and documents as may be required in connection with the JDA and Power of Attorney and all other documents, letters of undertakings, declarations, agreements, amendments and other papers or documents as may be required in relation to any of the above by any registering authority or governmental authority competent in that behalf and do all such acts, deeds and thing as may be necessary for giving effect to the above resolution.

RESOLVED FURTHER THAT any director of the Company, Mr. Akash Khurana and Mr. Rambir, Authorized Signatories be and are hereby severally authorized to do and to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to all the aforesaid resolutions and are hereby severally authorized to represent the Company and to appear before the concerned sub registrar for registration of the aforementioned documents and to do all such acts, deeds and things to give effect to the aforesaid resolution."

CERTIFIED TO BE TRUE

For and on behalf of

Namo Realtech Private Limited


MOHIT JAIN
DIRECTOR

DIN: 00024321

*Address: X-44, Green Park Main,
New Delhi-110016*

NAMO REALTECH PRIVATE LIMITED

(CIN: U70101HR2012PTC075003)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE EXTRA ORDINARY GENERAL MEETING OF THE SHAREHOLDERS ("MEMBERS") OF NAMO REALTECH PRIVATE LIMITED ("COMPANY") HELD ON SATURDAY, THE 21st DAY OF SEPTEMBER 2024 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 461-462, UDYOG VIHAR, PHASE-III GURGAON, HARYANA-122016, COMMENCED AT 12:30 P.M. AND CONCLUDED AT 01:00 P.M.

EXECUTION OF THE JOINT DEVELOPMENT AGREEMENT AND GENERAL POWER OF ATTORNEY.

The Chairman informed the Members that the Company proposes to enter into a joint development agreement ("JDA") with Max Estates Gurgaon Two Limited, a company incorporated under the Companies Act, 2013, bearing CIN U68100DL2024PLC424818, PAN: AARCM6441M, and having its registered office at Max House, Khasra No. 335/2, 255/18, 337 and 1511/339, Okhla Industrial Estate, New Delhi, India - 110020 ("**Developer**"). in terms whereof the Company will transfer the development rights over the land admeasuring 4.35625 (four point three five six two five) acres situated at Village Harsaru, Sector 36-A, Sub- Tehsil Harsaru, District Gurugram, Haryana, ("**Project Land**") in favour of the Developer.

The details of the Project Land are set out hereinbelow:

S. No.	Rectangle No.	Killa No.	Land Extent	
			Kanal	Marla
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5.		4	3	13
6.		5	5	13
TOTAL AREA			34	17
TOTAL AREA IN ACRES			4.35625 Acres	

The drafts of the joint development agreement and general power of attorney and other documents pertaining to the Project Land, to be executed between the Company and the Developer were placed before the Members. After discussions, the Members passed the following resolutions unanimously:

"RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013, read with the other applicable sections, rules and regulations including any statutory modification(s) or re-enactment thereof, for the time being in force, and the enabling provisions in the Memorandum of Association and Articles of Association of the Company, the consent of the Members be and is hereby accorded to execute the following documents: (i) **JDA**; and (ii) **Power of Attorney** with the Developer for transfer of development rights over the Project Land.

RESOLVED FURTHER THAT any director of the Company, Mr. Akash Khurana and Mr. Rambir, Authorized Signatories be and are hereby authorized to sign and execute JDA, Power of Attorney and other documents and to do or cause to be done, all such acts and things and to execute and deliver all such instruments and documents, as each shall be necessary for the purpose of giving effect to the above resolution.

RESOLVED FURTHER THAT any director of the Company, Mr. Akash Khurana and Mr. Rambir, Authorized Signatories be and are hereby authorized to approve and finalise, sign, execute and

NAMO REALTECH PRIVATE LIMITED

(CIN: U70101HR2012PTC075003)

deliver all documents in relation to the JDA, Power of Attorney and other documents and such other agreements, deeds, undertakings, letters and documents as may be required in connection with the JDA and Power of Attorney and all other documents, letters of undertakings, declarations, agreements, amendments and other papers or documents as may be required in relation to any of the above by any registering authority or governmental authority competent in that behalf and do all such acts, deeds and thing as may be necessary for giving effect to the above resolution.

RESOLVED FURTHER THAT any director of the Company, Mr. Akash Khurana and Mr. Rambir, Authorized Signatories be and are hereby severally authorised to do and to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to all the aforesaid resolutions and are hereby severally authorised to represent the Company and to appear before the concerned sub registrar for registration of the aforementioned documents and to do all such acts, deeds and things to give effect to the aforesaid resolution."

CERTIFIED TO BE TRUE

For and on behalf of

Namo Realtech Private Limited



MOHIT JAIN

DIRECTOR

DIN: 00024521

*Address: X-44, Green Park Main,
New Delhi-110016*

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

NAMO REALTECH PRIVATE LIMITED

15/03/2012
Permanent Account Number

AADCN9526E

15032012


 भारत सरकार
GOVERNMENT OF INDIA

 रामवीर
Rambir
जन्म तिथि/ DOB: 04/12/1987
पुरुष / MALE



3838 8900 0366

आधार-आम आदमी का अधिकार

 भारतीय विशिष्ट पहचान प्राधिकरण
INDIAN IDENTIFICATION AUTHORITY OF INDIA

पता: Address:
आत्मज: अशोक कुमार, S/O: Ashok Kumar, Badax(77),
बदमा(७७), झज्जर, Jhajjar,
हरियाणा - 124105 Haryana - 124105

3838 8900 0366

Aadhaar-Aam Admi ka Adhikar

