

## INDIA NON JUDICIAL

# **Government of Uttar Pradesh**



Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP80341625097273U

02-May-2022 01:21 PM

NEWIMPACC (SV)/ up14013804/ GAUTAMBUDDH NAGAR 1/ UP-

SUBIN-UPUP1401380451945575365911U

SPARSH BUILDERS PVT LTD

: Article 48 Power of Attorney

Not Applicable

SPARSH BUILDERS PVT LTD

MAHAGUN HOUSING AND CONSTRUCTION PVT LTD

SPARSH BUILDERS PVT LTD

(One Hundred only)

सत्यमव जयत



This Stamp paper forms part of Amendments to General Power of Altorney dated 28 January 2021 executed on 02hd May 2022!

For Mahagun Housing And Construction Pvt. Ltd

For Sparsh Builders Pvt. Ltd.

# **Amendment to General Power of Attorney**

This Amendment to General Power of Attorney dated 28<sup>th</sup> January 2021 is executed on 02<sup>nd</sup> May 2022 at Ghaziabad.

BY

Sparsh Builders Private Limited (CIN: U45202UP2003PTC027210) (hereinafter referred to "Executant") for amending the General Power of Attorney dated 28th January 2021 in favour of 1. Mahagun Housing And Construction Private Limited (CIN: U70101DL2010PTC204838) 2.Mr. Amit Jain S/ o Mr. Pawan Kumar Jain in respect of Plot No. C-7, Crossing Republik, Ghaziabad of land admeasuring 7621.85 Sq. mtr.

Clause 8 and Clause 9 of GPA dated 28th January 2021 is reproduced as follows :

- 8. to transfer and convey rights, title and interest in Saleable Area/ units forming part of entire Saleable Area or part thereof as agreed to be sold/ transferred/ leased to different prospective purchaser(s)/ lessor(s)/ allottee(s)/ transferee(s) and to execute the relevant documents including the sale deed(s), conveyance deed(s), transfer deed(s), sub-lease deed(s) thereof and handover possession of the Saleable Area/ units forming part of entire Saleable Area or part thereof as per the terms and conditions as have been agreed in the Joint Development Agreement;
- 9. to appear on our behalf before the registrar or sub-registrar or any other Competent Authority(ies) in this behalf, for registration of the agreement to sell, conveyance deed, sale deed, redemption deed, rent deed, gift deed, partition deed, mortgage deed, supplementary agreement, deed of rectification and other deed and documents in respect of Saleable Areas/ units in the Project on the Plot No. C-7, Crossing Republik, Ghaziabad whether in parts or as a whole, and admit the execution thereof and to present itself before the concerned registrar, sub-registrar, first class magistrate, notary public, oath commissioner for registration and attestation of the same and to give acknowledgement/receipts of the said documents and to receive them back when they have been duly registered and to sign and deliver proper receipts for the same;

For Sparsh Builders Pvt. Ltd.

Signature of Signature of Proceedings of Signature of Sig

For Mahagun Housing And Construction Pvt. Ltd.

# NOW KNOW YOU ALL AND THESE PRESENTS WITNESSES

That the above clauses of GPA shall be Read as follows:

- 8. That the Executant 'Sparsh Builders Private Limited' and Mahagun Housing And Construction Pvt Ltd Jointly shall transfer and convey rights, title and interest in Saleable Area/ units forming part of entire Saleable Area or part thereof as agreed to be sold/ transferred/ leased to different prospective purchaser(s)/ lessor(s)/ allottee(s)/ transferee(s) and to execute the relevant documents including the sale deed(s), conveyance deed(s), transfer deed(s), sub-lease deed(s) thereof and handover possession of the Saleable Area/ units forming part of entire Saleable Area or part thereof as per the terms and conditions as have been agreed in the Joint Development Agreement;
- 9. That the Executant 'Sparsh Builders Private Limited' and Mahagun Housing And Construction Pvt Ltd Jointly shall appear before the registrar or sub-registrar or any other Competent Authority(ies) for registration of the agreement to sell, conveyance deed, sale deed, redemption deed, rent deed, gift deed, partition deed, mortgage deed, supplementary agreement, deed of rectification and other deed and documents in respect of Saleable Areas/ units in the Project on the Plot No. C-7, Crossing Republik, Ghaziabad whether in parts or as a whole, and admit the execution thereof and to present before the concerned registrar, sub-registrar, first class magistrate, notary public, oath commissioner for registration and attestation of the same and to give acknowledgement/receipts of the said documents and to receive them back when they have been duly registered and to sign and deliver proper receipts for the same;

All other terms and condition of General Power of Attorney dated 28<sup>th</sup> January 2021 shall remain the same, unaffected and in full force.

For Sparsh Builders Pvt. Ltd.

Supplied Sup

For Mahagun Housing And Construction Pvt. Ltd.

Directo

IN WITNESS WHEREOF, the Executant has signed this Power of Attorney on this 02<sup>nd</sup> May 2022.

2.

For Sparsh Builders Pvt. Ltd.
Authorised Signatory/Director
For Sparsh Builders Private Limited (Shishir Agarwal)

We Accept

For Mahagun Housing And Construction Pvt. Ltd.

For Mahagun Housing And Construction Private Limited (Amit Jain)

Witness:

1.





# सत्यमेव जयते

# INDIA NON JUDICIAL

# Government of Uttar Pradesh

# e-Stamp

Certificate No.

IN-UP26686975569830T

Certificate Issued Date

23-Jan-2021 04:01 PM NEWIMPACC (SV)/ up14076204/ GHAZIABAD SADAR/ UP-GZB

Account Reference Unique Doc. Reference

SUBIN-UPUP1407620445507434061440T

Purchased by

SPARSH BUILDERS PVT LTD

Description of Document

Article 48 Power of Attorney

**Property Description** 

Not Applicable

Consideration Price (Rs.)

First Party SPARSH BUILDERS PVT LTD Second Party

Stamp Duty Paid By

MAHAGUN HOUSING AND CONSTRUCTION PVT LTD SPARSH BUILDERS PVT LTD

Stamp Duty Amount(Rs.)

(One Hundred only)



Please write or type below this line-----



#### **GENERAL POWER OF ATTORNEY**

This General Power of Attorney is executed on the 28th day of January 2021 at Ghaziabad (hereinafter referred to as the "POA")

BY

SPARSH BUILDERS PRIVATE LIMITED, (CIN No. U45202UP2003PTC027210) a company validly existing under the provisions of the Companies Act, 1956, having its registered office at 51/47, Naya Ganj, Kanpur- 208001 represented through its Director Mr. Shishir Agarwal, son of Shri V. K. Agarwal, resident of A-54 Swasthya Vihar Delhi-110092 duly authorized vide resolution passed in the meeting of the Board of Directors held on 28.09.2020 (hereinafter referred to as the "Executant").

### **SEND GREETINGS:**

- A. The Executant is the owner of the Free hold rights of the Commercial Plot No. C-7, Crossing Republik, Ghaziabad of land admeasuring 7621.85 Sq. mtr. falling in Khasra No. 709 (area 0.2020 Hect.) and in part of Khasra No. 674 (area 0.0933 Hect.), Khasra No. 675 ( area 0.1170 Hect.), Khasra no. 708 ( area 0.1410 Hect.), Khasra No. 710 (area 0.1750 Hect.) & Khasra No. 741 (area 0.033885 Hect.) detailed and depicted in the Schedule-I attached to this Agreement) which is earmarked for use and development of Commercial project.
- В. The Executant has entered into a Joint Development Agreement dated 28-01-2021 which is duly registered in the office of Sub Registrar-I, Ghaziabad, on Book No 1 volume 17839 pages 201/290 serial no. 792 dated 28-01-2021 (hereinafter referred to as "Joint Development Agreement") with MAHAGUN HOUSING AND CONSTRUCTION PRIVATE LIMITED, (CIN No. U70101DL2010PTC204838) a company validly existing under the provisions of Companies Act, 2013, having its registered office at C-227, Vivek Vihar, Phase -1, Delhi - 110095 ("Mahagun") for granting of the Development Rights of the Project in favour of Mahagun and in terms of the Joint Development Agreement and in compliance thereof, the Executant is executing this POA to be read conjointly with the said Joint Development Agreement.

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For First Housing & Construction Pressive

ला वंदिन २०५ - २०२ (१) १७३५ १०० १३७१

## मुख्तारनामा आम

ा ० मिन्द्र

रजिस्ट्रेशल सन्द वस्त

력약 2021

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निबंधक :सदर प्रथम

गाजियाबाद 28/01/2021

रांजीव कुमार गौतम निबंधक लिपिक

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C. The Parties agree that all capitalized terms used in this POA which are not defined herein shall have the same meaning as ascribed to such terms in the Joint Development Agreement.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT THROUGH THIS POWER OF ATTORNEY, the Executant, does hereby jointly and severally nominate, constitute and appoint:

- MAHAGUN HOUSING AND CONSTRUCTION PRIVATE LIMITED, (CIN No. U70101DL2010PTC204838) a company validly existing under the provisions of Companies Act, 2013, having its registered office at C-227, Vivek Vihar, Phase 1, Delhi 110095;
- Mr. Amit Jain, son of Mr. Pawan Kumar Jain, resident of C-215, Vivek Vihar (Block-C), Delhi – 110095; and

as our duly constituted true and lawful general attorneys ('said Attorney(s)') and we do hereby empower our said Attorney(s) to do the following acts, deeds and things, jointly or by any of them individually/ severally, on our behalf and in our name including in respect of construction and development of Commercial Project on Plot No. C-7, Crossing Republik, Ghaziabad that is to say:

For Mahagun Housing & Construction PM, Ltd

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आवेदन सं०: २५२(५,०%,५,५,४०)

बही संवा

्रिक्ट्रेशन स॰, 406

वर्ष: 2021

निष्पादन लेखपत्र वाद सुननं व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त मुख्तार कर्ता: ।

श्री शिशिर अग्रवाल, पुत्र श्री वी० के० अग्रवाल निवासी, ए-54- स्वास्थ्य विहास, दिल्ली 110092

व्यवसाय: अन्य

मुख्तार:::

Balma,

श्री महायुन हाउतिंग एण्ड वहसट्टवशन प्रा॰ लि॰ के द्वारा अमित जेन, पुत्र श्री पान कुमार जैन

निवासी: सी. 215, वि्वेम विहास्तलाक सी), दिल्ली. 110095

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मुख्तार: 2



श्री अमित जैन पवन कुमार जैन

निवासी: सी- 2:5 विवेक विहास ब्लाक सी), दिल्ली 110095

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : :

श्री सन्नी. पुत्र श्री सुन्दर सिश्रा

निवासी, चैमार नं का का तह हो है कि पाउण्ड, गाजियाबाँद.

द्यवसायः सन्य

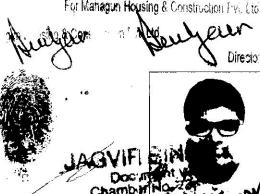




- 3. to represent and act on behalf of the Executant in the offices of any government or political subdivision thereof, or any ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, board, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India, Government of Uttar Pradesh or any other state government or any other sub-division thereof including but not limited to Land Acquisition Department, Ghaziabad Development Authority (GDA), Uttar Pradesh Pollution Control Board, Airports Authority of India, fire department, electricity department, water department, public works department, mining department, Municipal Departments / Committee, Central and State Environment Departments, Uttar Pradesh Real Estate Regulatory Authority and any other statutory/non-statutory authority having jurisdiction over any matter pertaining to construction, development and implementation of the Project (hereinafter referred to as "Competent Authority(ies)") as may be required from time to time for preparing, filing, pursuing and obtaining any and all approval(s) including purchasable/additional/compoundable/green building FAR, sanctions, licenses and permits and for that purpose make any statement, application, affidavit, undertaking etc., for and on our behalf and in our name, in respect to the development of the Project or any matter incidental thereto;
- 4. to prepare, submit, present and pursue applications, building plans/layout plans, services plan, revised/modified building plan and services plan and other drawings and designs in respect of the Project at Plot No. C-7, Crossing Republik, Ghaziabad as per the terms of Joint Development Agreement before the other concerned Competent Authority(ies) including but not limited to GDA, municipal authority, and/or any other local/authority under the State Government and/or Central Government as may be required from time to time for obtaining the requisite sanctions, permissions, approval(s) in connection therewith and also to make such revisions, alteration or amendments and / or additions in the sanctioned building plans, lay out plans and other plans etc., as may be deemed fit by the said Attorney(s) and sanctioned by the Competent Authority(ies);









# पहचानकर्ताः 2

या उपार, विश्वश्री १००० ।

निवासी: रोम्बर गंग 👾 👙 🖟 १४५७ म्ह, गाजियाबाद,

व्यवसाय: अन्य

र' नरट्टीकरण अधिकारी के हर एक्सर

ने की । प्रत्यक्षताक्षय सम्बन्धी के निशान अंगूठे नियमानुसार लिए गए है । टिप्पणी

रविन्द्र मेहता उप निबंधक : सदर प्रमान गाजियाबाद संजीव कुमार गौतम निबंधक तिपिक

- to apply for, sign, follow up and make any letter, document and petition for all or any 5. licenses, permissions, approval(s), sanctions, consents, no-objection certificates, clearances, permits and exemptions required in connection with the work of development and construction of the Project and/ or in respect of Plot No. C-7, Crossing Republic, Ghaziabad in favour of the Executant including but not limited to approval(s)/ licenses for water, electricity, fire, environmental, pollution control, drainage, sewage, telephone, and Aviation/Airport Authority of India, road, sanctions and approval(s) of layout plan, building plans, any additions, alterations in it, zoning plans, completion certificates, occupation certificate, NOC, functional certificate and/or other permissions, licenses, sanctions, consents, no-objection certificates, clearances, permits registrations, etc. for the purposes incidental thereto and make/ settle payments of premium, lease rent, interest, charges, due and receive payments, refunds, waiver, exemptions etc. in respect of the Project and to take all necessary steps and to do or to be done all such acts, matters and things for the purposes aforesaid;
- 6. to deal with and appear before the GDA and other concerned Competent Authority(ies), follow-up with all the Competent Authority(ies) as may be required from time to time regarding matters relating to construction, development and completion of the Project, sanctioning of FAR, FAR enhancement for the Project, permission(s), approval(s), sanctions, license(s) etc. in respect of Project on Plot No. C-7, Crossing Republik, Ghaziabad and to make, sign and submit any application, reply, affidavit, undertaking, agreement, appeal, compromise, withdrawal, exchange, as may be required in connection therewith including the filing of appropriate legal proceedings wherever necessary;
- to represent and act on behalf of the Executant with the Competent Authority(ies) for obtaining renewals, for preparing, filing, pursuing requisite applications, documents etc., and obtain necessary permissions, approval(s), sanctions for the Project

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Keeler

Housing & Construction





- 8. to transfer and convey rights, title and interest in Saleable Area/ units forming part of entire Saleable Area or part thereof as agreed to be sold/ transferred/ leased to different prospective purchaser(s)/ lessor(s)/ allottee(s)/ transferee(s) and to execute the relevant documents including the sale deed(s), conveyance deed(s), transfer deed(s), sub-lease deed(s) thereof and handover possession of the Saleable Area/ units forming part of entire Saleable Area or part thereof as per the terms and conditions as have been agreed in the Joint Development Agreement;
- 9. to appear on our behalf before the registrar or sub-registrar or any other Competent Authority (ies) in this behalf, for registration of the agreement to sell, conveyance deed, sale deed, redemption deed, rent deed, gift deed, partition deed, mortgage deed, supplementary agreement, deed of rectification and other deed and documents in respect of Saleable Areas/ units in the Project on the Plot No. C-7, Crossing Republik, Ghaziabad whether in parts or as a whole, and admit the execution thereof and to present itself before the concerned registrar, sub-registrar, first class magistrate, notary public, oath commissioner for registration and attestation of the same and to give acknowledgement/receipts of the said documents and to receive them back when they have been duly registered and to sign and deliver proper receipts for the same;
- 10. to represent the Executant in the matters of tax assessment and reassessment before the Competent Authority(ies) in respect of Goods and Services Tax and other similar taxes in relation of the Project and do all acts, deeds and things and sign all applications, deeds, indemnities and undertakings whatsoever required in that regard and make deposition, representation and submissions pertaining thereto;
- 11. to represent the Executant in the formation of the association of apartment owners as the case may be of the prospective purchaser(s)/ lessor(s)/ allottee(s)/ transferee(s) of the units/ spaces forming part of entire Saleable Area in the Project and in that regard make all submissions, applications, undertakings and declaration requisite to all and/ or Competent Authority(ies) in respect thereof;
- to deal with and to seek any kind of help from the Uttar Pradesh Police Department 12. and Postal Department for any matter;

Director



- 13. to institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning Project and/or Plot No. C-7, Crossing Republik, Ghaziabad and to appear and act on all judicial, quasi-judicial and other Government and private offices and to do any of the following whenever the said Attorney(s) shall think expedient and proper to do so:
- 14. to delegate any or all of the powers as mentioned above or any other, for or on behalf of the Executant, to any of its subsidiaries/ affiliates and/ or one or more persons and to revoke such delegation of authority at pleasure;
- 15. Generally to do all such acts, deeds and things done or caused to be done as may be necessary or expedient in connection with the Project and/or Plot No. C-7, Crossing Republik, Ghaziabad (including for exercising rights, entitlement and/ or fulfilling obligations under the terms of said Joint Development Agreement) by the said Attorney(s) and/ or by any of their delegate or delegates for the management, transfer, control and supervision of the affairs of Project and/ or Plot No. C-7, Crossing Republik, Ghaziabad even if they are not specifically mentioned hereinabove, as effectively as the Executant would have done if present personally to do so.
- 16. The Executant, hereby declares that this General Power of Attorney is given in favour of the said Attorneys one of which is a company and accordingly, the powers conferred herein upon such attorney can be exercised by any of its Directors/ authorised representative(s) duly authorized under a resolution passed in its meeting of such Attorney's Board of the Directors.
- 17. This General Power of Attorney is granted for consideration, the receipt and sufficiency of which the Executant hereby acknowledges and to this intent and purpose shall be governed by the provisions of Section 202 of the Indian Contract Act, 1872.

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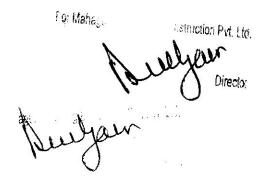
For Mahagun Housin

Friction Pvt. Ltd



- 18. The Executant hereby agree to ratify and confirm all acts, deeds and things whatsoever the said Attorney(s) shall or may lawfully do or cause to be done in pursuance of this General Power of Attorney including the appointment of further attorney(s).
- 19. This General Power of Attorney shall remain in force and effect in terms of the Joint Development Agreement and nothing shall be undertaken or exercised by the said Attorney(s) or its assigns, in terms of this General Power of Attorney, which is in contrary to or in conflict with the terms of the Joint Development Agreement and the overall arrangement and understanding of Mahagun.
- 20. This General Power of Attorney shall be co terminus with the Joint Development Agreement. This General Power of Attorney Revocable.

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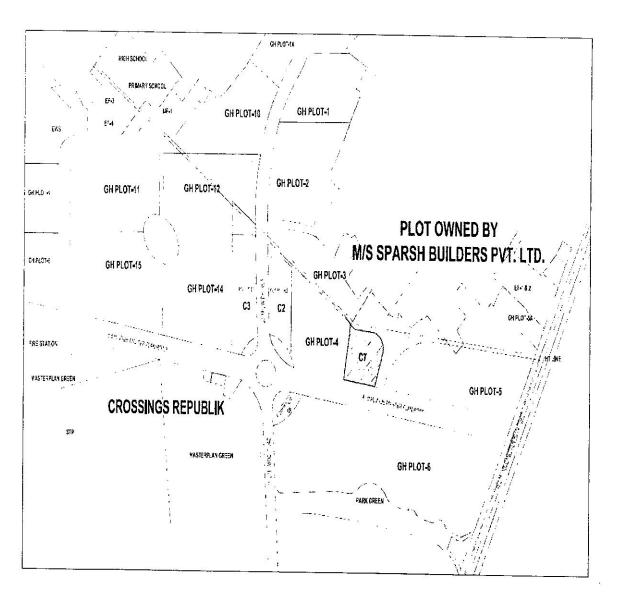






Schedule- I

Details and Depiction of Plot No. C-7, Crossing Republik, Ghaziabad



bull was =

8. Construction Pvt. 16.

Director

े सारा उत्पुद्ध क्या विकास IN WITNESS WHEREOF, the Executant has signed this Power of Attorney on this  $28^{\text{th}}$  day of January 2021.

EXECUTANT DIM NO

For Sparsh Builders Private Limited

For Mehagun Housing & Construction Pvt. Ltd. WE ACCEPT

Director

For Mahagun Housing And Construction Pvt. Ltd.

Amit Jain

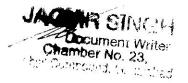
WITNESSES

 Mf. Sunny S/o Shri. Sunder Mishra R/o Chamber No.-23, tehsil Compound, Ghaziabad,

3No

2. Mr. Umesh Kumar S/o Shri. Prabhans gaur R/o Chamber No.-23, tehsil Compound, Ghaziabad,

Drafted Dy :-



21/07/39/09/07

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रजिस्ट्रीव रण अधिकारी के हस्ताक्षर

रविन्द्रः मेहता

उप ोबंधक : सदर प्रथम

माजियाबाद 28.01-2021