

AGE-PATEL JOINT VENTURE  
C/o: Patel Estate Road,  
Jogeshwari (West),  
Mumbai-400 102.

29 MAR 2016  
226

पुस्तक क्रमांक  
Serial No.

दस्तावेज प्रकार  
(Nature of Document)

पुस्तक क्रमांक  
(Serial No.)

AGE-PATEL JOINT VENTURE  
C/o: Patel Estate Road,  
Jogeshwari (West),  
Mumbai-400 102.

SUDHIR V. TARKAR  
Kalachowke, Mumbai-400 033.

पुस्तक क्रमांक  
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(Serial No.)

Rampaul Khajuria  
100

Signature

स्मिता सुधाकर पाटील  
मुख्य कार्यकारी अधिकारी

29 MAR 2016  
पुस्तक क्रमांक (मालिका-३२१)  
पुस्तक क्रमांक (मालिका-३२१)



AND WHEREAS the JV has secured contract for execution of the 'Project' from IRCON International Limited (hereinafter referred to as "Employer") vide Letter of Acceptance no. No IRCON/J&K CELL/JAT/14/1014/K-B/T-15/326/8345 dated March 17, 2016.

AND WHEREAS, for the purpose of handling all the matters pertaining to the execution of the Project by the JV and all the matters incidental thereto as well as legal proceedings initiated by the JV and/or initiated against the JV from time to time JV finds it necessary to appoint one or more fit and proper persons to act for and on behalf of the JV severally as its representatives and to represent, to do, execute and cause to be done and executed all acts, deeds, matters and things as mentioned herein below.

Now know all men by these presents that we, "AGE -PATEL JOINT VENTURE"(JV) having its office at Patel Engineering Limited, Patel Estate Road, Jogeshwari (W), Mumbai - 400102 (the reference to which term inter alia shall mean and cover individually its constituents AGE and PATEL hereby constitute, nominate and appoint Mr. Rampaul Khajuria, age 46 years, s/o Gian Chand Khajuria, residing at Dhaloti, Kathva, Hiranagar, Jammu & Kashmir 184144 holding the position of General Manager in PATEL, as its true and lawful Attorney (hereinafter called "the Attorney"), whose consent and specimen signature are appended below, to be true and lawful Attorney for and in the name of the JV to do and execute and perform and cause to be done such acts, deeds and things in respect of the Project and to exercise all or any of the powers as mentioned herein below for and on behalf of the JV:

1. To carry on, conduct, discuss and execute the project for and on behalf of the JV with the Employer including the authorities in IRCON International Limited and deal with the Government authorities and also to sign all correspondence concerning all commercial and technical matters, additions and alterations of designs and drawings, variation orders, in respect of the Project.
2. To sign, send and receive on behalf of the JV all such documents, papers, letters etc. as may be necessary pertaining to the said work to/from all the concerned authorities, Employer and any other person.
3. To appear and represent the JV before the Employer or its authorized representative, any office of State and Central Governments, Municipal Corporation, District administration, Police, Labour Department or any other office or competent authority/ies in respect of any matter pertaining to the Contract.
4. To deal with the issues concerned with sales-tax, income-tax, super tax/professional tax/service tax/entry tax/cess on Building workers and any other tax on income, revenue, sale and/or turnover of the JV and apply for refunds of any such tax or taxes, to attend and represent the JV before any authority or tribunal concerned and for all such purposes to sign execute and deliver all such documents and make all such declarations as may be necessary in the premises.
5. To buy or obtain either in cash or credit or on hire or loan plant, machinery, equipment, materials and goods including water and electricity which may be required for the purpose of the execution and completion of the aforesaid Project.

AGE INSAAT VE TICARET A.S.  
Tahran Caddesi, No. 19  
Kavaklıdere - Ankara  
Ticaret Sicil No : 28860

AGE-PATEL JOINT VENTURE  
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Jogeshwari (West),  
Mumbai-400 102.



To make and sign applications for licenses, permissions, clearances and quotas as may be necessary for the purpose of the Project, to take necessary steps for making changes, alterations and amendments therein as and when required and to receive such licenses, permissions and quotas and papers and documents issued in favour of the JV.

To deal with all the questions of commercial and technical nature in relation to the Project.

To obtain premises on lease, leave and license (commercial and/or residential) as may be required for the execution of the said Project and execute and enter into and register the agreement, documents as may be required for the said purpose and to represent the JV before the concerned Sub-Registrar of Assurance.

To keep prepare and sign all correspondence daily report and measurement books in respect of the said Project and to prepare all bills in respect of the said project and to sign and submit the same to the proper authorities.

10. To demand, recover and receive payments by cheque or otherwise in the name of the JV and give good and effectual receipt for the same, and for, all monies due owing payable or belonging to the JV at any point in time.
11. To deposit all cheques/monies received by him on behalf of and in the name of the JV with any bank(s) which the JV may have an account and, immediately inform the JV about such deposits.
12. To sign the Balance sheet and all the Accounts of the JV.
13. To refer the disputes, if any arise in future between JV and the Authorities of IRCON International Ltd. in connection to Project to Arbitration or to the court of appropriate jurisdiction.
14. To participate in the said Arbitration / Arbitration-cum-Conciliation Proceedings fully by submitting whatever material documents, evidences etc. required before the Arbitrators.
15. To commence, prosecute, file, defend any actions, suits, Writ Petitions, Complaints, Appeals, Revisions and Review Petitions and/or all other legal proceedings whatsoever in regard to any actions, suits or other proceedings either to be commenced or already commenced by /against the JV before the Court of appropriate jurisdiction in any state of India as well as before Supreme Court of India and also to discontinue or become non-suited in any action, suits or proceedings as aforesaid, in the interest of the JV except against either of AGE or PATEL.
16. To engage and appoint any solicitor, advocate or advocates or counsel to act and plead on behalf of the JV except against AGE or PATEL and all other experts whose services may be required for all or any of the said purposes and to execute in their favour authority or warrants or vakalatnama or Memo of Appearance as may be necessary or expedient and also to discontinue their services or to appoint other experts on their place/places and to agree upon and pay the fees or remuneration to all such experts as may be engaged for the aforesaid purpose.
17. To give, sign and issue Notices, file Affidavits, vakalatnama, Plaints, Petitions, Complaints, Consent terms, Appeals and other related papers, documents and other writings on behalf of the JV as may be required for the aforesaid purpose except against AGE or PATEL.

AGE INSAAT VE TICARET A.S.  
Tahran Caddesi, No: 19  
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Ticaret Sicil No 28860

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Mumbai-400 102.



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18 and generally to do all the acts, deeds, matters and things in respect of the Project for and on behalf of the JV and as if being done by the JV for effectual and proper execution of the aforesaid Contract except applying for loans/credits at banks/creditors/financers/lenders other than the Employer in the name of JV.

AND IT IS HEREBY EXPRESSLY DECLARED that this Power of Attorney shall be valid effective and binding in respect of successful construction and completion of the said Project and so long as the said Attorney shall continue to be in the employment of PATEL.

Both AGE and PATEL hereby agree to ratify and confirm all and whatsoever the said Attorney(s) shall lawfully do or cause to be done in or about the premises by virtue thereof.

IN WITNESS THEREOF the AGE-PATEL JOINT VENTURE has executed these presents on this 04 day of April, 2016.

Signed Sealed and delivered for and on behalf of "AGE-PATEL JOINT VENTURE":

For AGEİNŞAAT VE TİCARET A.Ş.

Ulvi Bahtiyar  
(Ulvi Bahtiyar)  
Authorised Signatory  
(under the authority of POA dated 12/04/2016)

AGE İNŞAAT VE TİCARET A.Ş.  
Tahran Caddesi No 19  
Kavaklıdere Ankara  
Ticaret Sicil No 28860

In the presence of

Saravah



For PATEL ENGINEERING LTD.

Rupen Patel  
(Rupen Patel)  
Managing Director  
(under the authority of Resolution of Committee of the Board of Directors of Patel Engineering Ltd dated March 30, 2016)



AGE-PATEL JOINT VENTURE  
C/o: Patel Estate Road,  
Jogeshwari (West),  
Mumbai-400 102.

in the presence of

Shoma Melty

ATTESTED COPY  
SHOAIBUDDIN KHAN  
ADVOCATE & NOTARY  
D/o-2, (Zohir), Edmond Compound,  
Kharlan Road, Sakinaka, Mumbai-72.  
Mob: 9257332842, 5003185578

Specimen Signature of Attorney  
Mr. Rampaul Khajuria,

Rampaul Khajuria  
22 APR 2016

I Accept

Rampaul Khajuria  
Rampaul Khajuria,  
General Manager

SHOAIBUDDIN KHAN  
ADVOCATE & NOTARY  
B/8-2, (Zohir), Edmond Compound,  
Kharlan Road, Sakinaka, Mumbai-72.  
Mobile: 8257332842, 5003185578



**PATEL ENGINEERING LTD.**

CIN : L99999MH1949PLC007039

**Certified Copy of the Resolution passed at the meeting of the Committee of Directors held on Wednesday March 30, 2016 of Patel Engineering Limited at the registered office of the Company at Patel Estate Road, Jogeshwari (west), Mumbai 400102.**

**"Resolved that** in terms of the power delegated by the Board of Directors to the Committee of Directors at its meeting of June 15, 2015, **Mr. Rampaul Khajuria, General Manager** be and is hereby authorised to carry on, conduct, discuss and execute the project for Construction of Tunnel T-15, Part Tunnel T-14 including Bridge No. 61 (between km 73.785 to km 86.848 approx) on Kalra-Banihal Section of Udhampur – Srinagar – Baramulla New BG Railway Line Project (Package T-15 awarded by IRCON International Limited on behalf of the **AGE PATEL JOINT VENTURE** with the IRCON International Limited and to deal with the Government authorities and also to sign all correspondence and to do all such acts, deeds and things as may be required for smooth execution of the project.

**Resolved further that** Specific Power of Attorney be finalized and issued under the hands of Mr. Pravin Patel, Chairman or Mr. Rupen Patel, Managing Director of the Company in favour of Mr. Rampaul Khajuria".

For Patel Engineering Ltd.

*Shobha Shetty*

Shobha Shetty  
Company Secretary  
Dated: 21<sup>st</sup> day of April, 2016.



**ATTESTED TRUE COPY**

**SHOAIB KHAN**  
APPROPRIATE NOTARY  
DR-2 (Zaidi, Edment Compound,  
Mumbai - 400 002)  
Mob: 9821226477, 9801226477  
20 APR 2016

**REGD. OFFICE :**

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E-mail headoffice@pateleng.com www.pateleng.com