

Neelam Phorma

MOU2021A208

71636900



03

(Rs. Zero Only)



State: Delhi

Henry James

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

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 13/01/2021

Certificate No. M0M2021A15

GRN No. 71208435



Seller / First Party Detail

Name: Sai baba Habitat Pvt ltd

H.No/Floor : Na

Sector/Ward : Na

City/Village : Delhi

District : Delhi

Phone: 98*****90

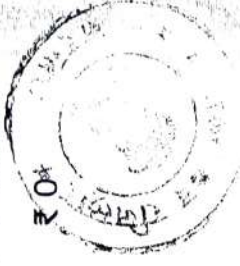
LandMark : Na

State : Delhi

Stamp Duty Paid : ₹ 436000
(Rs. Only)

Penalty : ₹ 0*

(Rs. Zero Only)



Neelam Sharma

Buyer / Second Party Detail

Name : Esmax Infradevelopers Pvt ltd

H.No/Floor : Na

Sector/Ward : Na

City/Village: Karnal

District : Karnal

Phone: 98*****90

LandMark : Na

State : Haryana

Purpose : COLLABORATION AGREEMENT

COLLABORATION AGREEMENT

THIS DEED OF COLLABORATION AGREEMENT is made and entered into at Karnal on this 14th day of January, 2021.

BY AND BETWEEN

M/s Sai Baba Habitat Pvt. Ltd., a company duly incorporated under the Companies Act, 1956, having its registered office at 173, SFS Flats, Rajori Garden, Rajori Apartment, Delhi acting through its Director / Auth. Signatory Smt. Neelam Sharma vide resolution dated 4th January, 2021, hereinafter referred to as **First Party / Land Owner** (which expression shall, unless excluded by or repugnant to the context, mean and include their directors, share holder, their respective heirs, executors, administrators, nominees, successors and assigns).

AND

M/s ESMAX Infra Developers Pvt. Ltd., a company duly incorporated under the Companies Act, 1956, having its Registered Office at Shop No. 10, C/o Skyhigh Plaza, Sector-32, Near Noor Mahal Hotel, Karnal-132001, acting through its Director / Auth. Signatory Sh. Manoj Kumar duly authorized vide resolution dated 12th January 2021, hereinafter referred to as **Second Party / Developer** (which expression shall, unless excluded by or repugnant to the context, mean and include their directors, share holder, their respective heirs, executors, administrators, nominees, successors and assigns).

WHEREAS the First Party is the absolute owner in possession of the agriculture land comprising in Khasra No. 10// 10/2 (2-11), 9/2 (3-02), 12/2/1 (1-08), 12/1/1 (5-14), 11/1 (5-17), total land 18K-12M situated in the Revenue Estate of Village Phoosgarh, Sector-32, Karnal which is more specifically described in the schedule annexed here to as **Annexure-A (hereinafter called the above said land)** and the First Party is possessed of all legal rights in regard to above said land to execute this Collaboration Agreement.

Neelam Sharma

Manoj Kumar

प्रलेख नः8860

दिनांक:21-01-2021

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील करनाल

गांव/शहर फूसगढ

धन संबंधी विवरण

राशि 29062500 रुपये

स्टाम्प ड्यूटी की राशि 581250 रुपये

स्टाम्प नं : m0m2021a15

स्टाम्प की राशि 436000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:71636205

पेस्टिंग शुल्क 0 रुपये

DeficiencyStampno:
m0u2021a208

DeficiencyGrnno: 71636900

DeficiencyAmt: 145250

Drafted By: अरुण कुमार वकील

Service Charge:0

यह प्रलेख आज दिनांक 21-01-2021 दिन गुरुवार समय 4:03:00 PM बजे श्री/श्रीमती /कुमारी

ms sai baba habitate pvt. ltd.thru नीलम शर्मा OTHER पुत्र . निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/संयुक्त पंजीयन अधिकारी (करनाल)

Neelam Sharma

हस्ताक्षर प्रस्तुतकर्ता

ms sai baba habitate pvt. ltd.

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी esmax.infra developers pvt. ltd thru मनोज कुमार OTHER पुत्र कृष्ण चन्द गुप्ता

हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी सुरेन्द्र नम्बरदार पिता — निवासी फूसगढ

व श्री/श्रीमती /कुमारी सुन्दर पिता रादु राम

निवासी करनाल ने की ।

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

उप/संयुक्त पंजीयन अधिकारी(करनाल)

दिनांक 21-01-2021

AND WHEREAS on account of various reasons the First Party is not in a position to develop the aforesaid land and accordingly the First Party contacted the Second Party to develop commercial plotted colony on the above said land on Collaboration basis and the Second party has accepted the proposal and agreed to develop the plotted commercial colony over the above said land as per the Govt. policy / norms after getting License / approvals from Director, Town & Country Planning Haryana / Urban Local Body, Govt. of Haryana and other concerned departments like HUDA, UHBVN etc. as per the terms and conditions of this Collaboration Agreement mentioned hereunder within time frame of one year or as early as possible.

NOW THIS DEED OF AGREEMENT WITNESSETH AS UNDER :-

1. The parties hereto do hereby declare and confirm that all the recitals of this agreement form an integral part of this agreement and shall be treated as part and parcel of the operative part of this Agreement and shall be read accordingly.
2. The First party hereby declare, agree, record, confirm and undertake that the title of the First party to the above said land is clear and markable as per Annexure A and free from all encumbrances, claims, demands and doubts and they have got good right, full power and absolute authority to enter into this Collaboration Agreement to carryout the development on the above said land.
3. That the Second party shall apply for grant of license to develop commercial plotted colony over the above said land as per policy of commercial plotted colony with the department of Director, Town & Country Planning Haryana / Urban Local Body Haryana or any other department.
4. That after the grant of license to develop the commercial plotted colony, the Second party shall carry out the development of the

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Manoj Kumar

Reg. No.

Reg. Year

Book No.

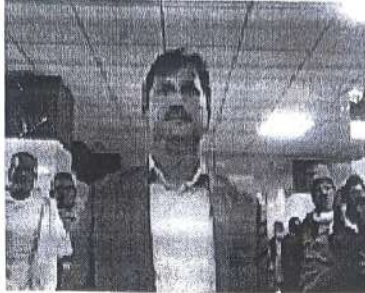
8860

2020-2021

1



पेशकर्ता



दावेदार



गवाह



Neelam Sharma

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru नीलम शर्मा OTHER ms sai baba habitate pvt. ltd. _____

दावेदार :- thru मनोज कुमार OTHER Resmax infra developers pvt.

ltd *Manoj Kumar* _____

गवाह 1 :- सुरेन्द्र नम्बरदार *Suresh* _____

गवाह 2 :- सुन्दर *Sunder* _____

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8860 आज दिनांक 21-01-2021 को बही नं 1 जिल्द नं 622 के पृष्ठ नं 6.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 14888 के पृष्ठ संख्या 94 से 95 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 21-01-2021

[Signature]
उप/संयुक्त पंजीयन अधिकारी(करनाल)

commercial plotted colony as per policy, norms & specifications of DTCP / ULB / HUDA / UHBVN etc. or any other department after getting all the necessary approvals / sanctions.

5. The Letter of Intent for grant of license shall be obtained within a period of 12 months from the concerned department.
6. That the Second Party / Developer shall have all the rights to apply for grant of license and to carry out the development over the above said land. The Second party can sign and submit the required application, forms, agreements, affidavits, undertaking or any other documents pertaining to grant of license and development of colony with the various departments of Govt. of Haryana.
7. That the Second Party / Developer shall bear all the cost / expenses incurred in Licensing, all necessary approvals / sanctions and development of the colony. The Developer shall bear all the charges/fees like scrutiny fees, license fees, external development charges, conversion charges, Infrastructure Development Charges etc. to be deposited with the department of DTCP / ULB. No expenses whatsoever shall be borne by the First party / Land owner regarding Licensing, approvals, fees, charges or the expenses incurred in the development work of colony till the final possession.
8. That in lieu of the cost / expenses incurred by the Second Party / Developer for Licensing, approvals, EDC/IDC charges, other fees & charges, development of colony and the efforts made by the Developer / Second party for the grant of license, approvals and development of colony, the Developer / Second party shall be entitled to get 56% area share of the approved and saleable commercial area / plots and the Land owner / First party shall be entitled for 44% developed area share of the approved and saleable commercial area / plots in the developed commercial plotted colony. The commercial area shall be distributed amongst both the

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parties in the above ratio at all the locations of the colony as per Annexure-B (**tentative layout / site plan of the commercial plotted colony** duly marked in different colors as frozen area clearly defining area share of first party & second party). Meaning thereby, the Second party / Developer shall be the owner of 56% share of approved saleable commercial area with all rights to possess, sale / transfer, construct or to lease out the same to any third party. And the First party / Land owner shall have the same rights in regard to their respective share of 44%. That the respective owners shall have all the common rights over the developed vacant area of the colony for parking, land escaping etc. However, if there is any increase in the existing FAR / Saleable area in future due to any change in govt. policy (i.e. over & above the present policy of DTCP / ULB), the resultant increase shall be shared by the First & Second party in the same proportion of 44% for First party & 56% for Second party mentioned above.

9. That the Developer / Second party can sell, transfer, construct, lease out or alienate its share to any third party or can use the same for its own use. The First party / Land owner shall be bound to sign all the relevant documents for sale, transfer and for construction of Developer's area share in favour of Developer or any third party of Developer's choice. The entire sale/purchase, considerations pertaining to the above sale / transfer shall be collected by the Developer / Second party without being accountable to the First party in any manner.
10. That the Second party / Developer has given refundable security of Rs. 11 Lacs to the First party / Landowner vide fund transfer from HDFC Bank on dated 13/01/2021 and the same shall be refunded by the First Party to the Second party after the development of the commercial plotted colony (which is to be developed) by the Second party after the occupation/completion certificate is sought.

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11. That the estimated time for completion of the entire project from Licensing to complete development of the project shall be 30 months from the date of signing of this agreement. However, the timeline can be extended by mutual consent. In case, license is not granted by the Govt. due to any technical problem / reason, this agreement shall be considered null and void and the security received by the First party shall be refunded to the Second party and the Second party / Developer shall have the right to get back the license fee deposited with the department.
12. The Developer shall pay all the external development charges, IDC and other dues to the Govt. within the 2½ years for completion of project. Any interest / penalty of the delay payment shall be borne by the Developer / Second party. Occupation/Completion certificate shall be sought by the Developer / Second party immediately, once the development of the colony is complete.
13. That sale of the area / showroom shall only be made after RERA registration. There should be no mortgage for the above said land.
14. That the electrical plans shall be submitted as per specification of UHBVN and the electrical supply shall be made available by the Second party upto all the commercial plots. The electrical connection charges / security from UHBVN shall be borne by the respective owner of the plots.
15. That the services like water, sewerage & rain water harvesting shall be provided as per service plan approved by HUDA / HSVPN.
16. It is expressly agreed and confirmed by the First party that it shall not claim or demand any additional consideration by whatever name, however, if there is any increase in the existing FAR / Saleable area in future due to any change in govt. policy (i.e. over & above the present policy of DTCP / ULB), the resultant increase shall be shared

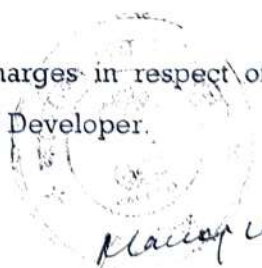
Neelam Sharma

Manoj Kumar

by the First & Second party in the same proportion of 44% for First party & 56% for Second party.

17. Simultaneous, with the execution of this agreement, the First party / land owner shall execute a General Power of Attorney in favour of Developer / Second Party or its nominee in respect of said property for applying grant of license and development of colony to do all such acts and deeds, matters and things pertaining to apply for grant of license / approval and to carryout developments as per approval / sanctions / permissions of various Govt. departments. The First party shall also give Attorney to the Second party for sale, construction & transfer of their share (developer's share/Second party share) in the licensed developed commercial colony in the name of second party/ developer or any third person of their choice (Developer's choice), once the license is obtained.
18. That the Second party / Developer shall have the right to get 56% of their respective share in the licensed land in its name and the First party shall be bound to sign all the relevant documents, deeds pertaining to transfer of 56% share of licensed land in the name of developer. All the expenses for transfer of this license share shall be borne by the Second party / Developer.
19. That after the development of colony is complete, the developer / Second party shall be deemed to be in possession of their respective share of developed saleable area.
20. That upon execution of this agreement, the First party shall allow the developer to occupy the said land in the manner as licensee to enable the developer to develop the colony and to the specific timeline, which is 30 months.
21. That all the stamp duty / registration charges in respect of this agreement are borne by the Second party / Developer.

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K. K. K. K.

22. That this agreement shall be exclusively subject to the jurisdiction of the appropriate Court of Karnal.
23. That any notice sought to be served by any of the party upon the other one shall be in writing, duly signed by the parties or their authorised signatory and shall be sent to the concerned party at the address given hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year herein above written and carefully reading and understanding the contents thereof.

WITNESSES:

FIRST PARTY/LAND OWNER

Neelam Sharma

1

*Dr. Surendra Kumar
Ph.D. & B.A.
Surender K.*

SECOND PARTY/DEVELOPER

Manoj Kumar

2

Charmbal Kaushik H. Thakur Ram

Flat 204 Prem Colony Karnal

Harsh



ANNEXURE-A

SCHEDULE OF LAND OWNED BY SAI BABA HABITAT PVT. LTD. AND DEVELOPED BY
ESMAX DEVELOPER PVT. LTD IN THE REVENUE ESTATE OF VILLAGE PHOOSGARH
SECTOR 32, KARNAL.

KHEWAT NO.	KHATONI NO	MURABA NO.	KILLA NO.	AREA
135	147	10	10/2	2K-11M
			9/2	3K-02M
			12/2/1	1K-08M
			12/1/1	5K-14M
			11/1	5K-17M
TOTAL AREA=				18K-12M =(2.325 ACRE)

Neelam Sharma

SIGNATURE OF LAND OWNER
SAI BABA HABITAT PVT. LTD.

Manoj Kumar

SIGNATURE OF DEVELOPER
ESMAX DEVELOPERS PVT. LTD.