Non Judicial



## Indian-Non Judicial Stamp Haryana Government

Date: 13/01/2021

M0M2021A8 Certificate No.

70322518

GRN No.



Stamp Duty Paid:

Penalty:

(Rs. Zero Only)

# Seller / First Party Detail

Sai baba Habitate Pvt Itd

Sector/Ward: Na District: Delhi H.No/Floor:

City/Village: Delhi

Phone:



Delhi

State:

LandMark:

Buyer / Second Party Detail

Sector/Ward: Na

Manoj Kumar

Name:

District: Karnal

Haryana State:

LandMark: Na

989609499

GPA Purpose:

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

Phone:

City/Village: Karnal

H.No/Floor: Na

Name:

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## GENERAL POWER OF ATTORNEY

THIS GENERAL POWER OF ATTORNEY is made and entered into at Karnal on this 14th day of January, 2021 by M/s Sai Baba Habitate Pvt. Ltd., a company duly incorporated under the Companies Act, 1956, having its registered office at 173, SFS Flats, Rajori Garden, Rajori Appartment, Delhi acting through its Director / Auth. Signatory Smt. Neelam Sharma vide resolution dated 4th January, 2021, hereinafter referred to as Executant in favour of Manoj Kumar S/o Sh. Siri Krishan Gupta R/o 41 Randhir Lane Karnal Authorised signatory/Director and acting on behalf of 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, vide resolution dated 12th January 2021, hereinafter referred to as Attorney.

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 Attorney.

AND WHEREAS Executant and the Attorney have entered into an Collaboration Agreement (for development of commercial plotted colony over the above said land) dated 14th January 2021 duly registered in the office of Sub Registrar, Karnal for the development of commercial plotted colony over the above said land. Thus in order to fulfill their obligation under the Collaboration Agreement, the Executant is hereby executing this irrevocable General Power of Attorney.

AND WHEREAS, pursuant to the Collaboration Agreement, the Executant do and hereby constitute and appoint Sh. Manoj Kumar, Director / Auth. Signatory of M/s ESMAX Infra Developers Pvt. Ltd. (acting on behalf of the company) as their lawful attorney with full authority to do, execute all or any of the following acts, deeds and things in its name or in the name of Developer on its behalf concerning the development of the project on the said land and in particular to say?

 To sign, execute, affirm, declare and file / submit with Director, Town
 & Country Planning Haryana / Urban Local Body Haryana or any department all applications, documents, plans, agreements,

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**GPA** 

तहसील/सब-तहसील

करनाल

गांव/शहर

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## धन सबंधी विवरण

राशि 1 रुपये

स्टाम्प इयूटी की राशि 1000 रुपये

स्टाम्प नं : m0m2021a8

स्टाम्प की राशि 1000 रुपये

रजिस्ट्रेशन फीस की राशि 100

EChallan:71638260

पेस्टिंग श्ल्क 3 रुपये

रुपये

Drafted By: arun kumar adv

Service Charge:200

यह प्रलेख आज दिनाक 21-01-2021 दिन गुरुवार समय 4:01:00 PM बजे श्री/श्रीमती /कुमारी ms sai baba habitate pvt. ltd.thru नीलम शर्माOTHER पुत्र . निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/सयुंक्त पंजीयन अधिकारी (करनाल)

Heelam Stowna

हस्ताक्षर प्रस्तृतकर्ता

ms sai baba habitate pvt. ltd.

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी esmax infra developers pvt. Itd thru मनोज कुमारOTHER पुत्र कृष्ण गुप्ता हाजिर है | प्रतृत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीसुरेन्द्र नम्बरदार पिता --- निवासी फ्सगढ व श्री/श्रीमती /कुमारी सुन्दर पिता रादु राम

निवासी करनाल ने की |

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है |

उप/सयुंक्त पंजीयन अधिकारी( करनाल )

affidavits, forms, undertakings, declarations etc. as may be required and in connection with the said land for applying the grant of license to develop the commercial plotted colony over the above said land.

- To deposit / spend all the necessary fee, charges and amount in regard to grant of license and development of commercial colony over the above said land as per the conditions of Collaboration agreement.
- 3. To sign, execute, affirm, declare, verify, file, submit, furnish all applications and documents, deeds, information before various authorities / department in India/State of Haryana and, or, any other places in Haryana or outside Haryana, such as Haryana Shari Vikas Pradhikaran (HSVP), DTCP, Secretary Revenue, Irrigation Secretary Finance, seek registration of the proposed project under Real Estate (Regulation and Development) Act, 2016 (RERA), to represent the executants before RERA Authority, RERA Appellate Tribunal and also to comply with all the rules and regulations of RERA Act as and when required and all other departments and authorities of the Government wherein applications, undertakings, declarations etc. or any other document may be required to be filed in connection with development of the said land and make any payments of fees and other charges and amounts payable in this regard.
- 4. To enter upon the said land for development and survey the same, and to sign, file submit and obtaining layout plan, demarcation plan, zoning plan, building plan, services plan, electrical plans, Completion certificate before the concerned authorities including but not limited to DTCP/HSVP/Municipal Authority and/or any other local/authority under the State Government and/or Central Government as may e required from time to time.
- 5. To sign, execute, affirm, declare and file with DTCP all applications, agreements, documents, affidavits, undertakings, declarations etc. as may be required and in connection with License & development of the said land.
- 6. To permit any other person or persons to enter upon the said land and bring or permit to be brought into the said land all such materials, equipment and things as may be requisite for the development of the said land and for the execution and completion of the project.
- To appear and act either personally or through its agent or authorized officers before all authorities, court, tribunals, officers of

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the Government / Semi Government/Local bodies and/or any other statutory bodies for and in connection with the above purposes or for any purposes in respect of the said land or the execution and completion of the project.

- 8. To appoint advocates, senior advocates and consultants to act and plead on our behalf in any appropriate courts of law, tribunal or any other legal authority or authorities in India and for that purpose to sign and execute Vakalatnama or Power of Attorney in favour of such advocates, for any matter involving the said land or project or any matter in connection therewith. To sign and verify and file and submit any documents, deeds and pleadings including petitions, suits, applications, rejoinders and replications, appeals, replies, review and, or, revision petition and the like in any such matter;
- 9. To engage any architects, consultants, engineers, contractors, workmen etc. for the development of the project, to fix their charges, remunerations and pay the same and the Executant will not be responsible for any accident that may occur during the course of construction and the Attorney(s) alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or Regulation in force for the time being.
- 10. To install hoardings, sign board, neon signs etc. of the Developer on the said land.
- 11. To sell, transfer, construct, negotiate, agree to sell or dispose off or transfer by way of exchange, lease, 56% share of the developer in the licensed commercial plotted colony after the complete development of project on the above said land as per the conditions of Collaboration Agreement. This also stipulates that Developer shall have the liberty through this Attorney to transfer its 56% share in the developed licensed commercial plotted colony in the name of developer as per Collaboration Agreement after the complete development of the colony.
- 12. To sign, execute and present for registration before concerned registration authorities, conveyance deed, sale deed, lease deed hand over the possession document in respect of the area share (56%) of developer in the developed commercial plotted colony over the above said land to any third and to receive the sale consideration of developer share in the name of developer.
- To pay any expense and charges required or imposed, levied, charged by any central or local or other public authority or by any

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existing or future legislation in respect of the project or any part thereof;

14. To apply for and obtain water connection, sewerage, disposal connections, electricity connections etc. and to deposit necessary fees for the aforesaid purposes.

AND GENERALLY to do and execute / submit all such deeds, instruments, documents, acts and things in relation to the said land / project in all matter relating to said land for licensing and development of project or any thing in the interest of project.

EXECUTANT FURTHER CONFIRM the powers granted herein by Executant to the Attorney is irrevocable and shall not be revoked by Executant and any person relaying upon this Power of Attorney shall be protected by the representation made herein and the authorities given by Executant to the Attorney and executant shall not challenge or call in question any act done by the Attorney individually or jointly or severally for Executant and on behalf of Executant and the same shall be binding upon Executant.

EXECUTANT FURTHER STATE THAT this Power of Attorney shall be confined only to matters relating to the said land and the project and all necessary actions in connection with the above mentioned objects may be taken by the Attorney in name of Executant as per terms and conditions of Collaboration Agreement.

EXECUTANT HEREBY AGREE that all acts, deeds and things done by the Attorney shall be construed as acts, deeds and things done by Executant. Executant hereby undertake to ratify and confirm all and whatever the said Attorney shall do by virtue of the powers hereby given.

The Executant signed this document/GPA on this 14<sup>th</sup> day of January, 2021 at Karnal in the presence of witnesses.

WITNESSES:

1 Suzencler Lubershorto wir Dong Jeelam Brown Brown Surenolis &

2 Darmfel Kausher St. M. Tryndu Ram

H.N. 204 Prem colon learner.

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Reg. No.

Reg. Year

358

2020-2021







पेशकर्ता

प्राधिकत

गवाह



Helam Brown

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru नीलम शर्माOTHER ms sai baba habitate pvt. ltd.

प्राधिकत: - thru मनोज कुमारOTHEResmax infra developers pvt.

planing unam

गवाह 1 :- स्रेन्द्र नम्बरदार \_\_\_\_\_ ज्याराव

गवाह 2 :- सुन्दर \_ रिप्प

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 358 आज दिनांक 21-01-2021 को बही नं 4 जिल्द नं 58 के पृष्ठ नं 122.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 932 के पृष्ठ संख्या 36 से 37 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है |

दिनांक 21-01-2021

उप्रेस्युंक्त पंजीयन अधिकारी( करनाल )

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

M. O. W. Rooms

SIGNATURE OF LAND OWNER SAI BABA HABITAT PVT. LTD.

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SIGNATURE OF DEVELOPER ESMAX DEVELOPERS PVT. LTD.