

Certificate No. GF302022H10

GRN No 93904486

Stamp Duty Paid ₹ 101  
(Rs. Only)Penalty : ₹ 0  
(Rs. Zero Only)**Seller / First Party Detail**

Name Essart India Pvt Ltd

H No/Floor 201

Sector/Ward : Na

LandMark : Malviya nagar

City/Village Delhi

District : Delhi

State : New delhi

Phone: 99\*\*\*\*\*73

**Buyer / Second Party Detail**

Name Mv Buildcon Pvt Ltd

H No/Floor 118

Sector/Ward : 49

LandMark : Universal trade tower

City/Village Gurgaon

District : Gurugram

State Haryana

Phone 99\*\*\*\*\*73

Purpose MOU

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

**MEMORANDUM OF UNDERSTANDING**

THIS Memorandum of Understanding (hereinafter referred to as the 'MOU') is executed at Gurugram, Haryana, on 31st day of August-2022;

**BETWEEN**

M/s Essart India Pvt. Ltd. having its office at Unit No. 201, C-50, Malviya Nagar, New Delhi-110017 through its Additional Director Mr. Sunil Yadav as authorised signatory vide resolution passed in the meeting of the board of directors held on 30 Aug hereinafter referred to as the 'Land Owner', which

प्रलेख न:5610

दिनांक:31-08-2022

डीड संबंधी विवरण

डीड का नाम AGREEMENT

तहसील/सब-तहसील सोहना

गांव/शहर Sohna

धन संबंधी विवरण

राशि 101 रुपये

स्टाम्प ड्यूटी की राशि 100 रुपये

स्टाम्प न : GF302022H10

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100 रुपये

EChallan:93920689

पेस्टिंग शुल्क 3 रुपये

Drafted By: K S MANKOTIA DW

Service Charge:200

यह प्रलेख आज दिनांक 31-08-2022 दिन बुधवार समय 3:51:00 PM बजे श्री/श्रीमती /कुमारी MS ESSART INDIA PVT LTD thru SUNIL YADAV OTHER निवास DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता  
MS ESSART INDIA, PVT LTD

उप/संयुक्त पंजीयन अधिकारी (सोहना)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS M V BUILDCON PVT LTD thru VIJAY KUMAR OTHER हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHRICHAND LAMBERDAR पिता --- निवासी ALIPUR व श्री/श्रीमती /कुमारी KASAM पिता BUDHI निवासी REWASAN ने की। साक्षी नं:1 को हम नम्बरदार /अधियक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

उप/संयुक्त पंजीयन अधिकारी (सोहना)

दिनांक 31-08-2022

expression shall, unless repugnant to the context or the meaning thereof, be deemed to mean and include its authorised representatives, successors and assigns), being the FIRST PARTY

AND

M/s M.V. Buildcon Pvt. Ltd. having its office at 118-119, Universal Trade Tower, Gurugram, through its duly authorised person **Mr. Vijay Kumar** vide resolution passed in the meeting of the board of directors held on 30-08-2022 (hereinafter referred to as the 'Developer'), which expression shall, unless repugnant to the context or the meaning thereof, be deemed to mean and include its authorised representatives, successors and assigns), being the 'SECOND PARTY'

The First Party and the Second Party are hereinafter collectively referred to as 'PARTIES' and individually as the 'PARTY'.

**WHEREAS** the Land Owner represented that they are Owner in possession of part and parcel of land bearing Mustatil no. 223, Kila no. 16(5-0), 17(8-0), 18(8-0), 23(8-0), 24/1(5-8) measuring 34 Kanal and 8 Marla and, Mustatil no. 226, Kila no. 1(8-0), 2(8-0), 9(8-0) measuring 24 Kanal, total **measuring 58 kanal 8 marla (7.3 acres)**, situated within the revenue estate of village

Reg. No.

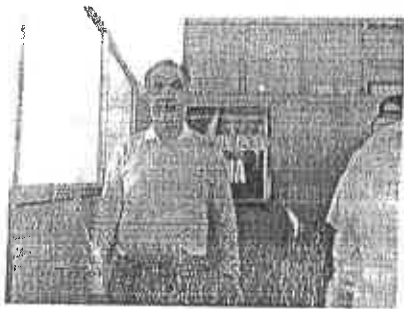
Reg. Year

Book No.

5610

2022-2023

1



पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru SUNIL YADAVOTHER MS ESSART INDIA PVT LTD

दावेदार :- thru VIJAY KUMAROTHERMS M V BUILDCON PVT LTD

गवाह 1 :- SHRICHAND LAMBERDAR

गवाह 2 :- KASAM

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5610 आज दिनांक 31-08-2022 को बही नं 1 जिल्द नं 1232 के पृष्ठ नं 112.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 240 के पृष्ठ संख्या 94 से 97 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 31-08-2022

उप/संयुक्त पंजीयन अधिकारी (सोहन)

**WHEREAS** the Developer along with its associate companies are reputed real estate company and holds sufficient expertise in the development of affordable Residential plotted Colonies under Deen Dayal Awas Yojna, Plotted Colonies, Commercial, Shopping Complexes, etc. and has developed various projects in NCR.

**AND WHEREAS** the Developer confirmed to the Land Owner that the Developer has already developed a successful project adjacent to the said land known as 'Precore City ' Sector-7, Sohna.

**AND WHEREAS** the Land Owner is not equipped to execute and complete the said project while the Developer has experience, expertise and resources for such project and also enjoying good reputation in this field and is confident that the Developer is in a position to obtain the license etc. from the concerned authorities in respect of the Said Land in terms of this MOU with the land Owner for the execution and completion of the said project.

**AND WHEREAS** the parties hereto in good faith relying on the representations, assertions and assurances made to each other have

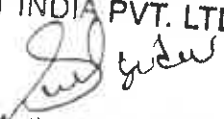
agreed to develop the Said Land into a plotted colony and the Parties to this Agreement are now desirous of recording the detailed stipulations, terms and conditions governing this Agreement in writing.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. SUBJECT MATTER**


- A. That the Developer has made enquires and satisfied itself that the Said Land (subject matter of this MOU) can be utilised for the purpose of developing a residential colony after obtaining the necessary licenses, permissions and sanctions from the concerned authorities in this regard i.e. either from the Director Urban Local Bodies, Haryana under the TP Scheme and/or from the Director General Town and Country Planning Haryana under any applicable scheme.
- B. That the Land Owner assures the Developer and confirms that land Owner is absolute owner of the said Land and is entitled to enter into this MOU with the Developer.

For ESSART INDIA PVT. LTD.

  
Authorised Signatory

- C. The actual, peaceful and vacant possession of the said Land will be deemed to be transferred by the Land Owner to the Developer simultaneously at the time of execution and registration of this MOU to enable the Developer to carry out its obligations under this Agreement and to develop the said Land. To avoid any delay or complication and due to the fact that the said Land is lying vacant, the actual, physical and peaceful possession of the Said Land shall be deemed to have been delivered on execution and registration of this MOU and no other action whatsoever will be necessary by the Land Owner in this regard.
- D. The actual, physical and peaceful possession of the said Land shall remain with the Developer and in the event of any dispute, not related to the parties hereto, arising with any third party relating to title, possession, and/or tenancies pertaining to the said Land or any part thereof, the same shall be settled and resolved by the Land Owner at its own cost and risk and the possession of the Developer upon the Said Land shall not at all be disturbed nor can it be taken away by the Land Owner under any circumstances and the same shall always

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remain with the Developer till the completion of the project under the terms and conditions of the present agreement.

## 2. CONSIDERATION

A. That in consideration of the Land Owner providing the said Land and Developer developing this said colony thereupon, the parties have agreed to divide the developed area in the following manner: Land Owner's share shall be 50% and Developer's share shall be 50% of the total saleable area sanctioned by the competent authority. It is also specifically agreed by the parties that the mortgage/freeze area /plots sanctioned by the competent authority will be shared by the Land Owner and Developer as per their agreed share i.e. 50% and 50% respectively.

B. Indivisible and impartial rights in the common areas and facilities with the said project and the land underlying this said colony including commercial sites and any increase or decrease in FAR shall also be shared by the Land Owner and the Developer proportionately in the same ratio of 50% and 50% respectively. In case additional FAR is allowed by the concerned authority during or after the completion of the project, the same also shall be got sanctioned and be



developed and constructed by the Developer at its own cost and such additional FAR/area after development shall be shared and owned by the Land Owner and the Developer in the same ratio of 50% and 50% respectively. The area/share of Land Owner will be further divided amongst them in proportion to the land owned by them in the Said Land.

### **3. TIME PERIOD**

- A. That the Developer will obtain the said license for development of the residential colony within a period of one year after execution and registration of this MOU and will complete the development of the colony within a period of two years from the date of license and offer possession of the fully developed allocated area/plots to the Land Owner.

### **4. OBLIGATIONS OF THE LAND OWNER**

- A. That the Land Owner confirms that the aforesaid land is free from all sort of encumbrances charges, liens, claims, demands, liabilities, injunctions, notifications, notices, disputes, family or religious decrees, collateral securities, sale, Gift, lease, tenancies, attachments, litigation, transfers

14

or any other encumbrance of any kind whatsoever relating to the Said Land.

- B. That the Land Owner shall provide all information and documents as may be required by the Developer in connection with the said Land and this project and shall render all possible assistance and sign all applications, presentations, petitions, identities, affidavits, plans and such other documents including power of attorney(ies), either in the name of the Developer or in the name of its nominees/representatives for the purpose of the submission to the Director Town and Country Planning, Haryana or Urban Local Bodies, Haryana, municipal committee or any other government agencies or statutory authority to enable it to obtain necessary sanctions permissions and approvals from all or any of the authorities in connection with execution and completion of the said project including the applications for obtaining licences and getting sanctioned the plans and or to carry out any modification or amendment there in for fully effecting the terms and conditions of this agreement.
- C. The Land Owner agrees to vest in the Developer all requisite powers and authorities as may be necessary for obtaining the

requisite licences, permissions, sanctions, and approvals for development, construction and completion of the said project.

- D. That the Land Owner agrees that after the development of the said colony, the Developer or its any other nominated agency, shall take care and maintain the said colony, However, the Land Owner or the buyers/transferees of their allotted share of plots shall be liable to pay maintenance charges to the maintenance agency in respect of their allocated plots/area like other allottees.
- E. The Land Owner further agrees to keep the Developer for whole or part of the Developer's share of developed land harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the Developer or the intending buyers/transferees/allottees may sustain or incur for any reason or any cause attributable to any act, conduct or omission on the part of the Land Owner.
- F. That since considerable expenditure, efforts and expertise is involved in development of the said project and obtaining the license for the proposed project, it is the Essence/foremost condition of this MOU/agreement that after executing of this MOU, the Owner or any of its

16

authorised representatives, successors and assigns will not cancel or back out from this agreement under any circumstances. However, in case the owner or its authorised representatives, successors and assigns opt to cancel or back out from this MOU/Agreement, in that event the Developer besides its other rights, will also be entitled to get the said agreement enforced through court at the cost and risk of the Land Owner.

G. That for the purpose of this agreement, the expression common areas and common facilities include all such areas meant to be used as common areas or for maintaining various facilities in and around the said colony such as roads, electric room, association room, walk away etc., However it is made clear that all roads, parks, community sites, common area etc. has to be transferred to Municipal Council Sohna as per the terms and conditions of the license and the Developer shall transfer the same without there being any objection on behalf of the Land Owner.

H. That the Land Owner has separately executed general/special power of attorney in favour of the Developer authorising its representative to submit applications to various authorities for various requisitions, licences,

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permissions, approval, sanctions, allotment of material for development and completion of this project and for the sale of Developer's share in this said Colony. The Land Owner shall not revoke the said power of attorney during the existence of this MOU or extended period of the MOU.

I. That the Land Owner hereby agrees not to transfer its rights, title or interest in the said property to any third party during the tenure/period of this agreement in whole or in part so as to avoid any confusion.

J. It has also been further agreed that after the completion and offer of delivery of physical possession of the plots to the Land Owner, the Land Owner shall have to adhere to the norms of licence, zoning plan etc. and shall not violate any term or condition of the same. The Land Owner or its transferees shall have to follow the Haryana Building Code, 2017 along with all the amendments, if any, made therein subsequently, to construct the building on the plots.

## 5. OBLIGATIONS OF THE DEVELOPER

A. That the Developer undertakes to execute and complete the said project entirely at its own cost and expenses and with its own resources after procuring and obtaining the

relevant/required records, the licences, permission(s), sanctions and approvals of all concerned authorities and thereafter to develop a colony on the Said Land. All expenses required in and for obtaining licences, sanction of all type of plans, tax clearances, permissions or sanctions from the concerned authorities shall be paid by the Developer. The Developer shall also be liable to pay all charges, fees etc.

B. That the entire amount required for the cost of development of the Said Land including the charges and fees of the architect, preparation of plans as also all other statutory fees and charges, incidental charges including scrutiny fees, licence fees, conversion charges, internal/external development charges, electricity and water security charges, any type of renewal charges, to the government or any other authority, for the provision of peripheral or external service of the Said Land, and firefighting equipment/arrangements, as may be prescribed by the concerned authority, shall be wholly borne by the Developer.

C. That the Developer shall give and handover the actual physical possession of the area of plots as per Land Owner's share, free of cost to the Land Owner in lieu of its land. The

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said plots shall be absolutely free from all types of encumbrances, loans, liens, disputes, litigation etc.

- D. The development of the Land Owner's allocated share/plots shall also be carried out by the Developer at its own cost. It is clearly understood and agreed that even in the course of development of Land Owner allocated plots, at all stages of development shall be and is always intended to be property belonging to the Land Owner without the Land Owner being required or liable to pay to the Developer any amount towards the cost of development of the Land Owner allocation share, all EDC and IDC charges etc. also have to be borne by the Developer. The Land Owner shall be entitled to deal with its allocated plots after allotment, in the manner as they deem fit.
- E. That all the rates, cesses, taxes etc. in respect of the Said Land for the period up to date of signing of this MOU shall be borne and paid by the Land Owner. However, for the period after signing of this MOU and resultant transfer of possession of the Said Land to the Developer for execution and development of the project till the allotment of the various plots/unit etc. of its share to the Land Owner, shall be borne and paid by the Developer.

- F. That the Developer shall commence and complete the execution of the said project by arranging entire finance, equipment, material, infrastructure and expertise necessary to develop the said colony in accordance with the sanction plans or any modification there of as may become necessary during the progress of the work.
- G. That the Developer shall get suitable designs, models, plans prepared for the proposed colony and get them approved/sanctioned from the competent authorities. For this purpose the Developer undertakes to engage or employ Architect or Architects at its own cost and expenses. The Developer shall for and on behalf of and in the name of Owner apply to the Director Town and Country Planning, Haryana or Urban Local Bodies, Haryana and/or such authority prescribed/authorised for obtaining the requisite licences, permission sanctions and approval for the execution and completion of the said project in accordance with the applicable zone plans.
- H. That the layout plan for the said Colony shall be in accordance and in conformity with the zonal plan and the rules and bye laws of the town and country planning, Haryana and or such other authority as has been prescribed



in respect of the Said Land. The Developer shall also ensure due compliance of Haryana real estate regulatory authority rules, framed and there under and all and all other applicable laws/bye laws etc.

- I. That the Developer undertakes not to do or cause to be done any contravention or anything which may in any manner contravene any rule, law and regulations during the period/tenure of this MOU.
- J. That during the development period of the project, the Developer shall be solely responsible and liable for payment of all dues to its workers and/or the contractors and statutory compliance of various laws rules and regulations in force with respect to the employment of personnel, payment of wages, compensation, welfare etc. All claims and demands for the development shall be settled and cleared by the Developer and no liability on this account shall fall on the land Owner.
- K. That all the expenses of any nature relating to the aforesaid project, including advertisements/brokerage charges, drawings, development expenses including Road, electric lines, demarcation of plots and other sites, water tanks and construction shall be borne exclusively by the Developer and

29

the Land Owner shall not be liable to pay any expenses whatsoever in this regard.

## **6. RIGHTS OF THE LAND OWNER**

- A. That the Land Owner shall get its entitled plotted area in lieu of its Said Land given to be developed by the Developer and will become the full-fledged Owner of such developed area after issue of allotment letters by the Developer.
- B. That the Land Owner shall be entitled to retain, sell, lease or otherwise dispose of its respective share in this said project, whether in whole or in part, to anyone or more parties and shall be entitled to all income, capital gain, appreciation and all kinds of benefits occurring, arising out there from.
- C. That the respective allocations of the Land Owner and the Developer shall be developed/constructed simultaneously having uniform specifications. In case the specifications are upgraded/enhanced by the Developer, it shall be bound to provide the same upgraded specifications for the proportionate share of the Land Owner as well without any extra cost to be incurred by the Land Owner.
- D. The Land Owner shall, at its option, be entitled to obtain possession of duly developed plots of its share from the

Developer after completion of the development or the Land Owner may decide to sell the Land Owner's allocation or part thereof through the Developer. In case such sales are undertaken by the Developer, the sale proceeds shall be deposited by the Developer in a separate escrow account directly and the Land Owner shall be entitled to utilize such proceeds as per the provisions of applicable Act. On receipt of the sale consideration, the Land Owner shall execute and get registered conveyance deeds in respect of such units as may be sold by the Owner through the Developer. However, the Developer shall be entitled to a brokerage/commission @ 5% of the Gross sale consideration, from the Land Owner for selling its area of allocation of developed plots.

F. That it is agreed between the parties that the Developer may obtain license for the entire said Land by utilizing the maximum land. However, it is admitted and agreed by the parties that the land for which licence could not be applied by the Developer or not granted by the authority shall continue to belong exclusively to the Land Owner and the Developer or anyone on his behalf shall have no right, interest or title there in at all. In the event of acquisition of

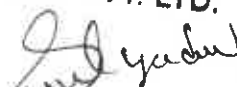
such rent out land, the compensation amount and all benefits shall belong exclusively to the land Owner. (24)

## 7. RIGHTS OF THE DEVELOPERS

- A. That the Developer may obtain the license/CLU either under the TP Scheme from Director Urban Local Bodies department and/or from the Director General Town and Country Planning for developing independently or as an extension to its already existing residential project known as "Precore City". However this project or its any part thereof also shall be named as "Precore City."
- B. That the Developer on the strength of the present MOU supported by the registered General Power of Attorney and clubbed with the taking over the possession of Said Land also becomes legally and lawfully entitled to develop the entire said Land. The Developer will get full-fledged ownership to own or to sell the developed land, plot, commercials in respect of the Developer's Share/allocation other than the Land Owner's share/allocation. The purchasers of the plots falling in the Developer's share may

- D. That both the parties have agreed and undertaken to perform their part of obligations under this agreement with due diligence and mutual cooperation keeping in view the interest of each other and to execute and to do all acts deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement for completion of the project.
- E. That if any provision of this agreement, at any time is determined to be void or unenforceable under any applicable law, such provision shall be deemed to be suitably amended or deleted in so far as reasonably consistent with the purpose of this agreement and to the extent necessary to confirm to the applicable law and remaining provisions of this agreement shall remain valid and enforceable in accordance with the terms.
- F. That both the parties have represented to each other that they are authorised and duly competent to enter into this agreement and this agreement has been duly entered into between them of their free will.
- G. That this agreement shall exclusively be subject to the jurisdiction of the courts at Gurugram.

For ESSART INDIA PVT. LTD.

  
Authorised Signatory

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE  
SIGNED THIS AGREEMENT ON THE DAY, MONTH AND  
YEAR FIRST HEREINABOVE MENTIONED IN THE  
PRESENCE OF THE FOLLOWING WITNESSES:

DEVELOPER

AND

LAND OWNER

For M.V. BUILDCON PVT. LTD.

Authorised Signatory

For ESSART INDIA PVT. LTD.

Authorised Signatory

WITNESSES:

(1)



SHRI CHAND NAMBARDAR  
Vill. A. J. P. Sonna  
Dist. Gurugram (HR)

(2)

क.र.सि  
कामर का (रु. ६) गा. २४/१०  
न. ४ बिना नं.

RRG. No. 99/31 ९८  
२०२२

Kusheel Singh