

Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date: 24/11/2021

-17-

Certificate No. G0X2021K3828



GRN No. 84440C01



Stamp Duty Paid: ₹ 2000  
(Rs. Only)

Penalty: ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Surjit Arora

H.No/Floor: 122

Sector/Ward: 49

LandMark: Universal trade tower

City/Village: Gurgaon

District: Gurgaon

State: Haryana

Phone: 81\*\*\*\*\*80

Others: Anoop arora



Buyer / Second Party Detail

Name: N s Buildtech Pvt Ltd

H.No/Floor: E14

Sector/Ward: Anand

LandMark: Na

City/Village: New delhi

District: New delhi

State: Delhi

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

Purpose: AGREEMENT MOU

COMMUNAL HARMONY



समाजिक समरूपता

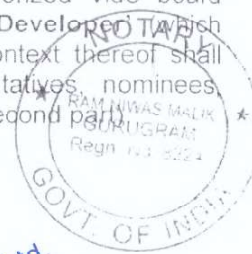
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**MEMORANDUM OF UNDERSTANDING / AGREEMENT**

This Mou/Agreement is executed on this 26 day of Novembr, 2021 between (1) Sh. Surjit Arora son of Sh. Bishamber Lal Arora, resident of C-40, Anand Niketan, New Delhi -110021 and (2) Sh. Anoop Arora son of Sh. Ajit Arora, resident of E-14, Anand Niketan, New Delhi -110021, hereinafter referred to as **'the Owners'** (which expression shall unless repugnant or opposed to the context thereof shall mean and include their heirs, legal representatives, nominees, agents, executors, administrators and assigns etc. of the first part).

**AND**

M/s. N. S. Buildtech Private Limited, E-14, Anand Niketan, New Delhi - 110021 through its authorized person Ajit Arora (authorized vide board resolution 10.11.2021) hereinafter referred to as **'the Developer'** (which expression shall unless repugnant or opposed to the context thereof shall mean and include the nominees, heirs, legal representatives, nominees, agents, executors, administrators and assigns etc. of the second part).



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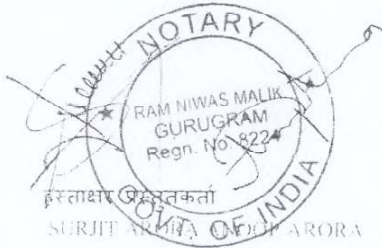
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प्रलेख नः 5771

दिनांक: 26-11-2021

डीड संबंधी विवरण	
डीड का नाम	AGREEMENT
तहसील/सब-तहसील	सोहना
गांव/शहर	Sohna
धन संबंधी विवरण	
राशि 2000 रुपये	स्टाम्प ड्यूटी की राशि 100 रुपये
स्टाम्प नं : G0X2021K3628	स्टाम्प की राशि 2000 रुपये
रजिस्ट्रेशन फीस की राशि 100 रुपये	EChallan: 84440282 पेस्टिंग शुल्क 3 रुपये
Drafted By: KUSHAL DW	Service Charge: 200

सह प्रलेख आज दिनांक 26-11-2021 दिन शुक्रवार समय 12:49:00 PM बजे श्री/श्रीमती /कुमारी  
SURJIT ARORA पुत्र BISHAMBER LAL ARORA ANOOP ARORA पुत्र AJIT ARORA निवास DELHI द्वारा पंजीकरण  
हेतु प्रस्तुत किया गया।



उप/संयुक्त पंजीयन अधिकारी (सोहना)  
Sub Registrar  
Sohna

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS N S BUILDTECH PVT LTD द्वारा AJIT ARORA OTHER हाजिर है। प्रतुत  
प्रलेख के तथ्यों को दोनों पक्षों  
ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHIRICHAND NAMBERDAR पिता ---  
निवासी ALUPUR व श्री/श्रीमती /कुमारी KASAM पिता ---  
श्रीमती SURJIT ARORA 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 (सोहना)

Sub Registrar  
Sohna

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**WHEREAS** the Owners are the absolute owners in possession of the land bearing Rect. No. 38, killa nos. 2(3-9), 3(8-0), 4(8-0), 5(8-0), 6/1(7-11), 7/1(7-11), 8/1(6-19), 15/2/1(1-11), Rect. No. 39, killa nos. 1/1(3-4), 9/1(7-11), 10/1(7-11), 11/1(6-18), 12/1(6-18), 13/2(6-18) total measuring 90 kanals 1 marla situated in the revenue estate of Village Sohna, Tehsil Sohna, District Gurugram, hereinafter referred to as 'the said land';

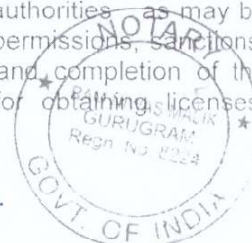
**AND WHEREAS** the owners and the developer for their mutual benefit and gain contemplate to develop a colony on the said land (hereinafter referred to as the 'said project') after obtaining the requisite licenses and getting the plans sanctioned/approved from the concerned Authorities under the Deen Dayal Upadhyay Avas Yojna or any other permitted suitable policy;

**AND WHEREAS** the owners are not equipped to execute and complete the said project while the developer has experience, expertise and resources for such projects and also enjoying good reputation in this field and is confident that it is in a position to obtain permission for change of land use/ license etc. from the concerned authorities in respect of the said land, to collaborate with the owners for the execution and completion of the said project;

**AND** acting on the said representations, the owners have decided to enter into this collaboration agreement to enable the developer to execute and complete the said project on the following terms and conditions: -

1. That the developer has made enquiries and satisfied itself that the land subject matter of this collaboration agreement can be utilized for the purpose of developing the said colony thereon after obtaining the necessary licenses, permissions and sanctions from the concerned authorities in this behalf.
2. That the possession of the said land will continue to remain with the owners. However, after the grant of license, the Developer shall be fully entitled to enter upon the said land for the purpose of development. The owners shall hand over the actual physical possession of the plots and other units carved out on the said land after grant of license to the various allottees on receipt of the sale consideration amount thereof from the allottees.
3. 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 requisite licenses, permissions, sanctions and approvals of all concerned authorities and thereafter to develop a colony on the said land. The owners agree to vest in the developer all requisite powers and authorities as may be necessary for obtaining the requisite licenses, permissions, sanctions, and approvals for development, construction and completion of the said project. All expenses involved in and for obtaining licenses,

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Reg. No.

Reg. Year

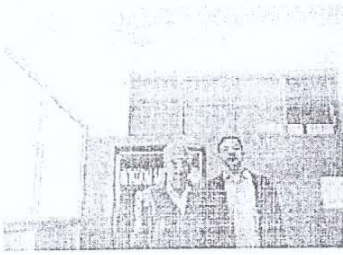
Book No.

5771

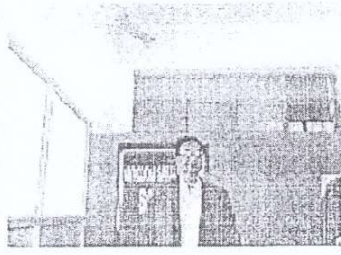
2021-2022

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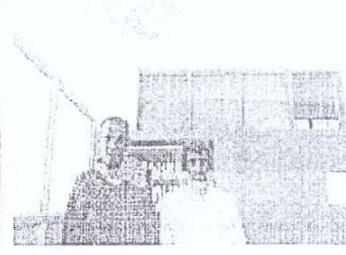
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पेशकर्ता



दावेदार



गवाह

पेशकर्ता :- SURJIT ARORA ANOOP ARORA

दावेदार :- thru AJIT ARORA THERMS N S BUILDTECH PVT LTD

गवाह 1 :- SHRICHAND NAMBERDAR

गवाह 2 :- KASAM

उप/संयुक्त पंजीयन अधिकारी

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5771 आज दिनांक 26-11-2021 को बही नं 1 जिल्द नं 1759 के पृष्ठ नं 57.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 3956 के पृष्ठ संख्या 45 से 48 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

26-11-2021



उप/संयुक्त पंजीयन अधिकारी (सोहना)  
Sub Registrar  
Sohna

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sanction of all types of plans, tax clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the Developer. The developer shall also be liable to pay all charges, fee etc.

4. 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, incidentals including scrutiny fees, license fees, conversion charges, internal/External development charges, Electricity and water security charges, any type of renewal charges, payable now or in future, to the Government or any other authority, for the provision of peripheral or external service of the said land, and fire-fighting equipment/arrangements, as may be prescribed by the concerned authority, shall be wholly to the account of the developer.
5. That the consideration of this agreement is to be given by the developer to the owners in respect of the rights which are to be of the developer, shall be the development and handing over peaceful vacant possession free of cost to the owners of the owner's allocation absolutely free from all types of encumbrances, loans, liens, disputes, litigation etc. The development of the owner's allocated share shall be carried out by the developer at its cost and the same shall belong to the owner, it being clearly understood and agreed that even in the course of development of owner's allocation, at all stages of development shall be and is always intended to be property belonging to the owners without the owners being required or liable to pay the developer any amount towards the cost of consideration of the owner's allocated share. All EDC and IDC charges etc. have to be borne by the developer. The owners shall be entitled to deal with its allocation after allotment in the manner deemed fit by them.
6. That all the rates, cesses, taxes etc. in respect of the said land for the period up to the date of signing of this Collaboration Agreement shall be borne and paid by the Owner, however, for the period during the course of execution and development of the project, till the allotment of various plots/units etc. to allottees/buyers, shall be borne and paid by the Developer.
7. That in consideration of the Owners providing the said land and Developer developing the said colony thereupon, the parties have agreed to divide the area in the following manner:

Owner's share shall be 70% and developer's share shall be 30% of saleable area corresponding to the owner's land and proportionate indivisible and impartible rights in the common areas and facilities within the said project and the land underlying the said colony including commercial sites, community sites, school etc. Any increase or

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decrease in FAR (floor area ratio) or FSI (floor surface index) shall be shared by the owners and the developer proportionately i.e. 70% and 30% respectively. In case additional FAR is allowed by the concerned authorities, during or after the completion of the project, then the same shall be got sanctioned, developed and constructed by the developer at its own cost, and such additional FAR/ area shall be shared and owned by the owners and the developer in the ratio of 70% and 30% respectively. The developer has further paid a sum of Rs.5,00,000/- each to Land Owners Shri Surjit Arora & Shri Anoop Arora vide Cheque No 084150 & Cheque no: 044252 dated 24.11.2021 respectively.

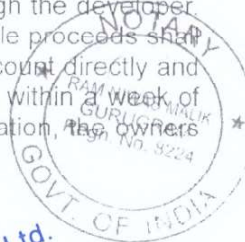
8. That for the purpose of this Agreement, the expression 'common areas and common facilities' include all such areas meant to be used as common areas or for maintaining various facilities in and around the said colony such as roads, staircases, electric room, association room, lift room, circulation area, public toilets, walk ways etc.
9. That the Developer will obtain the license of colony on the said land within a period of 2 Yrs from the date of signing of this agreement and will complete the development and construction of the same within a period of 3yrs from the date of such license and to hand over the same in good condition to the owners fully developed in all respects.
10. That it is agreed between the parties that the Developer may obtain license for the entire said land or part thereof as per its wishes. However, it is admitted and agreed by the parties that the land for which license would not be applied for by the Developer or granted by the authorities shall continue to belong exclusively to the land owners and the Developer or anyone claiming through or under the Developer shall have no right, interest or title therein at all. In the event of acquisition of such balance/ left out land, the compensation amount and all benefits shall belong exclusively to the land owners.
11. That all the expenses of any nature relating to the aforesaid project including advertisements, payments of brokerage, drawing of plans, making development including roads, electrical lines, demarcation of plots and other sites, water tanks and construction shall be borne exclusively by the developer and the owners shall not be liable to pay any expenses whatsoever in this behalf. The owners shall at their option be entitled to obtain possession of duly developed plots/ sites from the developer after completion of development or the owners may opt to sell the owners' allocation or part thereof through the developer. In case such sales are made by the developer, the sale proceeds shall be deposited by the developer in separate escrow account directly and the owners shall be entitled to receive such proceeds within a week of such deposits. On receipt of the entire sale consideration, the owners




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shall execute and get registered conveyance deeds/ sale deeds in respect of such units as may be sold by the owners through the developer.

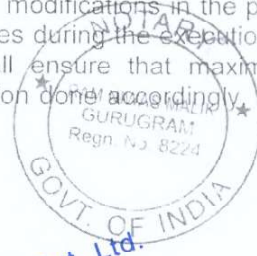
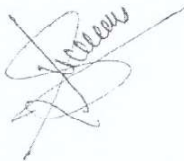
12. That the Owners as well as the Developer shall be entitled to retain, sell, lease or otherwise dispose of their respective shares in the said colony, whether in whole or in part, to one or more parties and shall also be entitled to all income, gain, capital, appreciation and benefit of all kinds of description accruing, arising or flowing there from.
13. That the owners agree that after the completion of the said colony, the developer or any of its nominated agency, shall continue to take care and maintain the said colony. However, the owners shall not be liable to pay maintenance charges to the maintenance agency regarding their allocation but the transferees of the owners shall be liable to pay the maintenance charges just like the other allottees.
14. That the respective allocations of the owners and developer shall be by the draw of lots for every type, each category and each size of the said project. In case any extra coverage is made by the developer, all expenses, penalties, costs and consequences thereof shall be borne by the developer. Parking, if any, i.e. open, stilt covered etc. shall be shared proportionately between the parties in the same ratio i.e. 70:30. The owners shall be liable to pay the EDC and IDC of their respective plotted area to the Developer within six months of allotment of plots or at the time of sale thereof to third parties, whichever is earlier.
15. That subject to the compliance of terms and conditions of this MOU/ Agreement as well as the Power of Attorneys agreed in pursuance hereof, this MOU/Agreement shall be "irrevocable".
16. That the respective allocations of the owners 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/ enhanced specifications for the proportionate share of the owners as well without any extra cost to be incurred by the owners.
17. That at their option the owners may allow the Developer to sell the plots of the share of the owners to third parties on such terms and conditions as may be agreed upon amongst them after grant of license.
18. That it is further made clear that the other terms and conditions regarding maintenance charges and the general facilities applicable to other unit/flats/apartments/villas/floors holders of the said colony will also be binding on the transferees of the Owners.



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19. That the developer has agreed to hand over the possession of the owner's share as stated above within a period of 3yrs from the date of grant of license. However, in case of non-completion of the said project due to earthquake, lightening, natural calamity, pandemic, epidemic, any order, notification etc. of the Government or any other body or authority or court etc., civil commotion or by reason of war or enemy action or act of God or for any other reason beyond the control of the Developer, the said period of 3Yrs shall be extended by the period during which such eventualities continue.
20. That the Developer shall commence and complete the execution of the said project by providing entire finance, equipment, inputs, material infrastructure and expertise necessary to develop the said colony in accordance with the sanctioned plans and any modifications thereof as may become necessary during the progress of the work.
21. That the entire amount required for the cost of development of the said colony including the charges and fees of the Architect(s), preparation of plans as also other incidental statutory fees and charges including Scrutiny Fees, License Fees, Conversion Charges, Internal/ External Development Charges, Electricity and Water Charges, Security Charges, and type of renewal charges, as may be prescribed by the concerned Authorities, shall be wholly to the account of the Developer.
22. That the Developer shall proceed to have suitable design, model and/or plans prepared for the proposed colony and get them approved/ sanctioned from the Competent Authority(ies). For this purpose the Developer undertakes to engage and employ Architect or Architects at its own cost and expenses. The Developer shall for and on behalf of and in the names of the owners apply to the Director Town & Planning, Haryana Urban Development Authority and/ or such other authorities as may be concerned in the matter for obtaining the requisite licenses permissions, sanctions and approvals for the execution and completion of the said project in accordance with the applicable Zone Plans.
23. That the layout plans 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 Department, Haryana and/or such other Authority as may be prescribed in respect of the said land. The Developer shall also ensure due compliance of Haryana Real Estate Regulatory Authority Rules, framed thereunder and all other applicable laws byelaws etc.
24. That the Developer shall be entitled to make modifications in the plan, design and layout depending on the exigencies during the execution of the construction work. The Developer shall ensure that maximum permissible F.A.R. is obtained and construction done accordingly. The



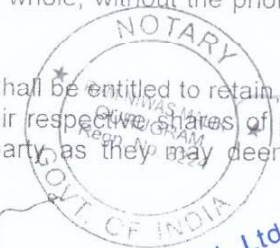
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Developer shall have the absolute discretion in matters relating to the method, manner and design of construction.

25. That the owners assure the developer and declares that they are the absolute owners of the said land and are entitled to enter into this collaboration agreement with the developer.
26. That the Owners shall provide all information and documents as may be required by the Developer in connection with the said Project and shall render all possible assistance and sign all applications, representation, petitions, indemnities, affidavits, plans and such other documents including power of attorney(ies), either in its own name or in the name of any of its nominees for the purposes of the submission to the Director, Town and Country Planning-Haryana, Haryana Urban Development Authority, Municipal Committee and/or any other Government statutory authority to enable it to obtain necessary sanctions, permissions and approvals from all or any of the said authorities in connection with the execution and completion of the said project including the applications for obtaining licenses and getting sanctioned the plans and or to carry out any modification or amendment therein, for obtaining controlled building material, for getting installed electric connections, lifts and elevators, water and sewerage connections and in general for fully effecting the terms and conditions of this Agreement.
27. That the Developer shall be entitled to the refund of all fees, security deposits and other deposits of whatsoever nature deposited by the Developer with various authorities either in its own name or in the name of the Owners for seeking various approvals, licenses, permissions etc. in respect of the said project.
28. That the owners will separately execute irrevocable General power of attorney in favor of developer authorizing him to submit applications to various authorities for various requisitions, licenses, permissions, approvals, sanctions, allotment of material and development and completion of the said project and for sale of Developer's share in the said colony. The owners shall not revoke the said Power Of Attorney during the pendency of this agreement.
29. That after handing over the allocation of the owners complete in all respects, the Developer shall have the right to assign, transfer, charge or encumber its rights and benefits under this agreement in favour of any person(s), whether in parts or in whole, without the prior approval of the Owner.
30. That the Developer and the Owners shall be entitled to retain, lease, let out, sell or otherwise dispose off their respective shares of plots etc., either in whole or in part, to any party as they may deem fit. The



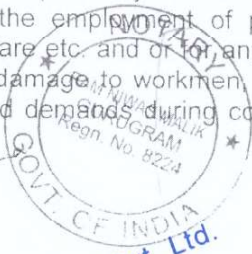
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owners shall execute various documents in the favor of such purchasers/ transferees/ allottees and shall do all other acts, deeds and things which may be required to be done in order to confer legal and perfect title in favor of such purchasers/ transferees/ allottees. It is however further agreed that by virtue of the general power of attorney granted by the Owners in favour of the developer or any of its nominees, if any documents are executed and receipts issued by the Developer for and on behalf of the Owners so as to confer title of any part of the developer's share on any person or persons, then the same shall conclusively bind both the parties. The first transfer by the owners of his allocation of plots shall be free of administrative charges as levied by the developer. However, if any government fee is payable, the same shall be paid by the transferees of the owner.

31. That the parties hereto shall be liable in respect of income tax and other fiscal liabilities for their respective shares of built or un-built areas and/or proceeds thereof. However, in case any Income Tax Exemption/ benefit is granted in respect of the said project by the various authorities, in that event the owners shall be entitled to prorate benefit thereof as per the extent of the owners land holding.
32. That the Owners confirm that the aforesaid land is free from all sorts of encumbrances, charges, liens, claims, demands, liabilities, injunctions, notifications, notices, disputes, family or religious decrees, collateral securities, sale, mortgage gifts, lease, tenancies, attachments, litigations, transfers or any other encumbrance of any kind whatsoever, relating to the said land.
33. That the Developer undertakes not to do or cause to be done any act, omission or thing which may in any manner contravene any rule, law and regulations. The developer alone shall be responsible for any accident that may occur during the course of development and it 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. Any financial expenditure of whatever nature involved in any accident, to workmen, labour, employee, neighbour or any other person shall be borne by the developer and owners shall be absolved of and indemnified by the developer of any financial or other liability in this regard.
34. That the Developer shall be solely responsible and liable for payment of all dues to its workers and employees and statutory compliance of various laws, rules and regulations as are presently in force or may be introduced in future with respect to the employment of personnel, payment of wages, compensation, welfare etc. and or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction





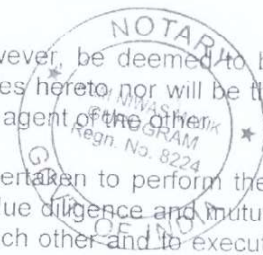
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shall be settled and cleared by the Developer and no liability on this account shall fall on the owner.

35. That since considerable expenditure, efforts & expertise is involved in getting the land use changed and obtaining the licenses for the proposed colony, it is the condition of this agreement that after obtaining the license and the required permissions from the concerned authorities for the said colony, the Owners or their nominee or legal heirs will not cancel or back out from this agreement under any circumstances. However, in case the owner, its nominee or legal heirs would otherwise cancel or back out from this agreement, in that event the developer besides its other rights will be entitled to get the said agreement enforced through courts at the cost and risk of Owner.
36. That in case the said land or the said colony or any part thereof comprised in and subject matter of this Agreement is declared to be not belonging to the owners or is lost or its value gets diminished on account of any defect in the owner's title or any litigation instituted by owners or anyone claiming through the Owners or anyone claiming paramount to the Owners or on account of any other reason, whatsoever, including on account of any outstanding(s), claim(s), taxes, demands, etc. against the Owners or connected with the said land, the Owners shall be liable for damages, losses, costs and expenses incurred/sustained by the Developer. The Owners further agrees to keep the developer of whole or part of the Developer's share of 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 by reason of any cause attributable to any act, conduct or omission of the Owner.
37. That it is clarified that after successful completion of the colony as provided herein the ownership in the said land shall be of both the parties as per their respective shares.
38. That this Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modifications or alterations to this agreement shall be done without the consent of the parties hereto. All expenses for transfer of title after completion of the project shall be borne exclusively by the developer.
39. That this agreement is not and shall not however, be deemed to be constituted as a partnership between the parties hereto nor will be the same be ever deemed to constitute one as the agent of the other.
40. That the parties hereto have agreed and undertaken to perform their part of obligations under this Agreement with due diligence and mutual co-operation keeping in view the interest of each other and to execute

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and do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.

41. That if any provision of this agreement shall at any time is determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this agreement and to the extent necessary to confirm to applicable law and remaining provisions of this agreement shall remain valid and enforceable in accordance with their terms.
42. That the failure of the either party to enforce at any time or for any period any of the provisions of this agreement shall not be construed to be waiver of that provision or of the right to enforce such provision.
43. That both the parties have represented to each other that they are authorized and duly competent to enter into this agreement and this agreement has been duly entered into between them of their free will.
44. That this agreement shall be exclusively subject to the jurisdiction of Courts at Gurugram.

IN WITNESS WHEREOF the parties aforementioned have executed this collaboration agreement on the date and place first mentioned above.

# WITNESSES

1.

SHRI CHAND NAMBARDA  
VIII, Alipur, Teh. Solina  
Distt Gurugram (HR)

2.

कासा हा कुट्टि गांव  
तक रिक्त नष्ट

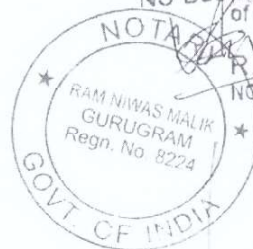
# OWNERS

Surjit Arora and Anoop Arora

# DEVELOPER

M/s N. S. Buildtech Private Limited  
through its authorized person

NS Buildtech Pvt. Ltd.  
of the Original



R.N. MALIK, ADVOCATE  
NOTARY, GURUGRAM, H.R. (INDIA)

NS Buildtech Pvt. Ltd.  
Auth. Sign.