



DDO Code: 0362		E - CHALLAN Government of Haryana		Candidate Copy
Valid Upto:	26-06-2025 (Cash) 20-06-2025 (Chq/DD)	*0135588298*		
GRN No.:	0135588298	Date:	19 Jun 2025 10:30:12	
Office Name:	0362-TEHSILDAR SOHNA			
Treasury:	Sohna			
Period:	(2025-26) One Time			
Head of Account		Amount ₹		
0030-03-104-97-51 Pasting Fees		3		
0030-03-104-99-51 Fees for Registration		100		
PD AcNo	0			
Deduction Amount:	₹	0		
Total/Net Amount:	₹	103		
₹ One Hundred and Three Rupees				
Tenderer's Detail				
GPF/PRAN/TIN/Actl. no./VehicleNo/Taxid:-				
PAN No:				
Tenderer's Name: Sub Registrar				
Address: Tehsil Sohna Distt Gurugram Haryana				
Particulars: Registration Fees for Documents				
Cheque-DD- Detail:		 Depositor's Signature		
FOR USE IN RECEIVING BANK				
Bank CIN/Ref No:	23957425562			
Payment Date:	19/06/2025			
Bank:	Punjab National Bank Aggregator			
Status:	Success			

DDO Code: 0362		E - CHALLAN Government of Haryana		AG/ Depl Copy
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Regn. No 3580
19-06-25

* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 18/06/2025

Certificate No. GFR2025F139

GRN No. 135532748



Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Surjit Kumar Arora

H.No/Floor : C40

Sector/Ward : 0

LandMark : Anand niketan

City/Village : Anand niketan

District : New delhi

State : Delhi

Phone: 99*****93

Buyer / Second Party Detail

Name : N s buildtech Private Limited

H.No/Floor : E14

Sector/Ward : 0

LandMark : Anand niketan

City/Village : Anand niketan

District : New delhi

State : Delhi

Phone : 99*****93

Purpose : Memorandum Of Understanding cum Agreement

Regn. No - 3580
19-06-25

Memorandum of Understanding / Agreement

The authenticity of this document can be verified by scanning the QR code and checking on the website <https://egrashry.nic.in>

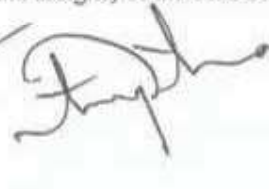

This Memorandum of Understanding (MoU)/ Agreement is made and executed on this


18th day of June, 2025, between

Shri Surjit Kumar Arora (Aadhar no. 583467810178) son of Shri Bishambar Lal Arora and resident of C-40, Anand Niketan, New Delhi-110021; and **Shri Anoop Arora** (Aadhar no. 576391393431) son of Shri Ajit Arora and resident of E-14, Anand Niketan, Chanakya Puri, New Delhi- 110021 (hereinafter collectively referred to as "**Landowners**" / "**Plot owners**", which expression shall, unless repugnant to the context or meaning thereof, include their legal heirs, legal representatives, nominees, agents, successors and permitted assigns) of the **FIRST PART;**

AND

M/s N. S. Buildtech Private Limited, a company incorporated under the provisions of Companies Act, 2013, having CIN U45400DL2008PTC173529 and having its registered office at E-14, Anand Niketan, New Delhi 110021, acting through its Authorised Director **Mr. Ajit Arora**, (Aadhar no. 802654132274) duly authorised vide resolution passed by Board of Directors dated 4th of April, 2025, (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the context or meaning thereof, include its nominees, successors and assigns) of the **SECOND PART;**



NS Buildtech Pvt. Ltd.

Auth. Sign.

प्रलेख न:3580

दिनांक:19-06-2025

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 नं : GFR2025F139

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100 रुपये

EChallan:135588511

पेस्टिंग शुल्क 3 रुपये

Drafted By: DEV RATTAN YADAV ADV.

Service Charge:200

यह प्रलेख आज दिनांक 19-06-2025 दिन गुरुवार समय 4:00:00 PM बजे श्री/श्रीमती /कुमारी
SURJEET KUMAR ARORA पुत्र BISHAMBAR LAL ARORA ANOOP ARORA पुत्र AJIT ARORA निवास DEHLI द्वारा
पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

SURJEET KUMAR ARORA ANOOP ARORA

उप/संयुक्त पंजीयन अधिकारी (सोहना)

संयुक्त सब रजिस्ट्रार
सोहना

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS NS BUILDTECH PVT LTD धारा AJIT ARORA OTHER हाजिर हैं। प्रतुत
प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHRI CHAND NAMBARDAR पिता
निवासी SOHNA व श्री/श्रीमती /कुमारी SUBHASH CHAND PANCH पिता
निवासी SOHNA 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 (सोहना)

संयुक्त सब रजिस्ट्रार
सोहना

The Landowners/ Plot Owners and the Developer are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS the Landowners are the lawful owners of contiguous land parcel 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 equivalent to 11.25625 acres situated in the revenue estate of Village Sohna, Tehsil Sohna, District Gurugram, Haryana hereinafter referred to as 'the said land'.

AND WHEREAS the Developer had entered into a registered Memorandum of Understanding/ Agreement bearing vasika no. 5771 dated 26.11.2021 ("**Collaboration Agreement**") with the Land Owners with regard to the said land in lieu of the same the Land owners are entitled for developed residential plots in the licensed Residential Plotted colony as per the allocation share defined in the Collaboration Agreement.

AND WHEREAS pursuant to the terms of the Collaboration Agreement and License Application, the Developer obtained a plotted colony license from DTCP vide license no. 103 of 2022 dated 28.07.2022 to setup an affordable residential plotted colony over 9.9583 acres under the *Deen Dayal Jan Awas Yojana* (DDJAY) and has also obtained an additional license 115 of 2023 in contiguous land parcel of 1.99375 acres with its existing DDJAY license, the total licensed Land Parcel of the Plotted colony is 11.95205 acres situated at Sector 2, Sohna, Gurugram, Haryana.

AND WHEREAS the Developer had launched the Residential plotted colony in the name and style of 'Anand Niketan' ("Plotted Colony") over the said licensed land and the said Project is registered with the Haryana Real Estate and Regulatory Authority (HRERA) vide registration certificate No. 108 of 2022 dated 28.11.2022 (RD/REP/HARERA/GGM/633/365/2022/108) which is valid till 26.07.2027 and further revised vide registration certificate No. 105 of 2023 dated 04.12.2023 (RD/REP/HARERA/GGM/761/493/2023/105) valid till 26.07.2027 for the total licensed area of project land admeasuring 11.95205 acres.

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Reg. No.

Reg. Year

Book No.

3580

2025-2026

1



पेशकर्ता



दावेदार



गवाह

पेशकर्ता : SURJIT KUMAR ARORA ANOOP ARORA
NS Buildtech Pvt. Ltd.

दावेदार :- thru AJIT ARORA THERMS NS BUILDTECH PVT
LTD.

गवाह 1 :- SHRI CHAND NAMBARDAR

गवाह 2 :- SUBHASH CHAND PANCH

उप/संयुक्त पंजीयन अधिकारी

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3580 आज दिनांक 19-06-2025 को बही नं 1 जिल्द नं 33 के पृष्ठ नं 58 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1075 के पृष्ठ संख्या 76 से 80 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 19-06-2025

उप/संयुक्त पंजीयन अधिकारी सोहना

संयुक्त पंजीयन अधिकारी
सोहना

AND WHEREAS the infrastructure development work at project site is in full swing towards completion of the plotted colony development and the Developer shall soon apply for the Completion Certificate of the Plotted Colony.

AND WHEREAS the Developer, in terms of the MoU dated 26.11.2021, has made the allotment of plots in the said project to the Landowners/ Owners as per their share of allocation. The Allotment Letter is issued by the developer to the Landowners vide allotment letter dated. 05.12.2022 alongwith allocated plots as per their share of allocation falling in the Plotted Colony. The List of the Plots in the Plotted Colony of Mr. Surjit Arora and Mr. Anoop Arora (hereinafter referred to as "**Landowners/ Plot owners Plots**") are mentioned below accordingly.

AND WHEREAS The Landowners post allotment of their allocation, being the owner of their Plots allocation are free to deal with their plots either to sell/ develop their own or through the Developer or to retain it for future development/ arrangement.

AND WHEREAS the Landowners have already booked/ sold some of their allocated plots in the Residential Colony to the potential buyers through the Developer and the Developer has been collecting the sales consideration of such booked/ sold units for and on their behalf and has been transferring the collection amount of those sold units to their bank accounts from the RERA complaint Bank Accounts as per the terms agreed between the parties.

AND WHEREAS, as on date there are some unsold inventory Residential plots are left in the name of the landowners and some unsold residential plots are in the name of Developer. The parties want to develop these plots by developing independent floors/ flat on such plots by the Developer after obtaining the necessary approvals from the competent authorities.

AND WHEREAS the Plot owners are not equipped to develop and construct floors on their plots in the Plotted Colony, while the developer has experience, expertise and resources for developing such projects and also enjoying good reputation in this field and is confident that it is in a position to obtain requisite permissions from the concerned authorities viz Building Plan approvals, RERA etc. for construction and development of Independent residential Floors/Flats on the remaining unsold residential Plots of the Plotted Colony. Hence the Developer has discussed and proposed the Plot owners to enter into an arrangement/ JV/ collaboration with the Plot owners for the execution, construction and development of floors on their plots in phased manner.

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Auth. Sign.

AND WHEREAS the parties after discussion on the proposal have planned to develop and construct independent residential floors / builder floors / flats of different sizes with basements on the residential plots in Phases identified and demarcated plots detailed hereunder with fully developed infrastructure in the Plotted Colony. The development of Independent residential floors on the remaining unsold plots shall be constructed in further phases. The Developer has further represented and assured the Plot owners that the Project is strategically located and commercially viable as salability of independent residential floors in gated community with state-of-the-art design, construction and development, infrastructure, amenities and community facilities in the vicinity lead to successful business model and in the mutual benefit of both the parties. The Developer shall obtain the requisite permissions and approvals for the development of the project as per the prevailing govt. policy(ies) or as amended from time to time.

Following are the residential plots owned by the Landowners/ Plot owners shall be developed by the Developer in collaboration under the terms of this Agreement, in the Plotted Colony:

List of plots owned by Mr. Surjit Kumar Arora:

Sr. No.	Owner	Units/Plots No.	Area (Sq. Yards)	Area (Sq. Mtr).
1	Surjit Arora	N37	146.23	122.27
2	Surjit Arora	N38	146.23	122.27
3	Surjit Arora	N39	146.23	122.27
4	Surjit Arora	N40	146.23	122.27
5	Surjit Arora	N41	146.23	122.27
6	Surjit Arora	N44	146.23	122.27
7	Surjit Arora	N51	161.47	135.01
8	Surjit Arora	N52	161.47	135.01
9	Surjit Arora	N53	161.47	135.01
10	Surjit Arora	N54	161.47	135.01
11	Surjit Arora	N55	161.47	135.01
12	Surjit Arora	N56	161.47	135.01
13	Surjit Arora	N57	161.47	135.01
14	Surjit Arora	N58	161.47	135.01
15	Surjit Arora	N59	161.47	135.01
16	Surjit Arora	N60	161.47	135.01
17	Surjit Arora	N61	161.47	135.01
18	Surjit Arora	N62	161.47	135.01
19	Surjit Arora	N63	161.47	135.01
20	Surjit Arora	N64	161.47	135.01



21	Surjit Arora	N83	151.34	126.54
22	Surjit Arora	N84	151.34	126.54
23	Surjit Arora	N85	151.34	126.54
24	Surjit Arora	N86	151.34	126.54
25	Surjit Arora	N87	151.34	126.54
26	Surjit Arora	N88	151.34	126.54
27	Surjit Arora	N89	151.34	126.54
28	Surjit Arora	N90	151.34	126.54
29	Surjit Arora	N110	147.8	123.58
30	Surjit Arora	N111	147.8	123.58
31	Surjit Arora	N112	147.8	123.58
32	Surjit Arora	N113	147.8	123.58
33	Surjit Arora	N115	147.8	123.58

Surjit Arora

List of plots owned by Mr. Anoop Arora:

Sr. No.	Owner	Units/Plots No.	Area (Sq. Yards)	Area (Sq. Mtr.)
1	Anoop Arora	N21	168.46	140.85
2	Anoop Arora	N22	168.46	140.85
3	Anoop Arora	N23	168.46	140.85
4	Anoop Arora	N24	168.46	140.85
5	Anoop Arora	N25	168.46	140.85
6	Anoop Arora	N26	168.46	140.85
7	Anoop Arora	N27	168.46	140.85
8	Anoop Arora	N28	161.47	135.01
9	Anoop Arora	N29	161.47	135.01
10	Anoop Arora	N30	161.47	135.01
11	Anoop Arora	N31	161.47	135.01
12	Anoop Arora	N32	161.47	135.01
13	Anoop Arora	N33	161.47	135.01
14	Anoop Arora	N34	161.47	135.01
15	Anoop Arora	N46	146.23	122.27
16	Anoop Arora	N47	146.23	122.27
17	Anoop Arora	N48	146.23	122.27
18	Anoop Arora	N65	161.47	135.01
19	Anoop Arora	N66	161.47	135.01
20	Anoop Arora	N67	161.47	135.01
21	Anoop Arora	N68	161.47	135.01
22	Anoop Arora	N69	161.47	135.01
23	Anoop Arora	N70	161.47	135.01
24	Anoop Arora	N71	161.47	135.01
25	Anoop Arora	N77	151.34	126.54
26	Anoop Arora	N78	151.34	126.54
27	Anoop Arora	N79	151.34	126.54
28	Anoop Arora	N80	151.34	126.54
29	Anoop Arora	N81	151.34	126.54
30	Anoop Arora	N82	151.34	126.54
31	Anoop Arora	N91	151.34	126.54



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32	Anoop Arora	N92	151.34	126.54
33	Anoop Arora	N93	151.34	126.54
34	Anoop Arora	N94	151.34	126.54
35	Anoop Arora	N95	151.34	126.54
36	Anoop Arora	N96	151.34	126.54
37	Anoop Arora	N102	147.8	123.58
38	Anoop Arora	N103	147.8	123.58
39	Anoop Arora	N104	147.8	123.58
40	Anoop Arora	N105	147.8	123.58
41	Anoop Arora	N106	147.8	123.58
42	Anoop Arora	N107	147.8	123.58
43	Anoop Arora	N109	147.8	123.58

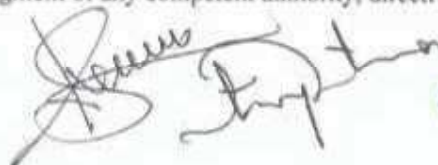
AND WHEREAS the parties have agreed to develop and construct Independent residential floors/ builder floors/ flats/ in phase(s) about 320 units to be developed by the Developer on total about 80 residential plots of different sizes owned by the Developer and balance in collaboration with the Landowners/ Plot owners.

NOW THEREFORE in consideration of the mutual discussions, representations and covenants, the Plot owners have decided to enter into collaboration through this MoU/Agreement with the developer to enable the developer to execute and complete the said project and **they hereby agree as follows:**

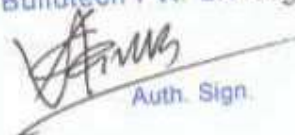
1. DEFINITIONS

In this Agreement, unless the contrary intention appears, the following words and expressions shall have the meanings as attributed to them hereunder:

- i. **"Agreement"** shall mean this Memorandum of Understanding/ Collaboration Agreement and all schedules and annexures attached to it, all read together, and shall include any modifications of this Agreement from time to time in accordance with the terms of this Agreement;
- ii. **"Applicable Laws"** shall mean any statute, legislation, treaty, code, law, regulation, ordinance, rule, notification, judgment, order, decree, bye-law, approval, order or judgment of any competent authority, directive, guideline, policy, requirement, or other



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governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India, of any of the foregoing, by any competent authority / Government Authority having jurisdiction over the matter in question;

- iii. **"Approval(s)"** means any and all approvals, authorizations, permits, licenses, registrations permissions, consents, clearances, no objection certificates, entitlements, licenses, rulings, exemptions, declarations or regulations etc., required to be obtained including from the Authority/ies for the said Project/ Plotted Residential Colony including designing, developing, constructing and completing the Project/ Plotted colony and any clearances and conversions that may be necessary for such sanction but including the approval/permission from the Union Ministry of Environment, Forest and Climate Change ("**MOEF**") and/or the Pollution Control Board ("**PCB**") clearances for the commencement and/or completion of the development and/or construction on the said Project/ Larger Plotted Project, as the case may be, including without limitation environmental clearances, temporary and permanent power connections and all other approvals and/or permissions from any other statutory or governmental or semi-governmental Authority whether state or central, required for the purposes of commencing construction and Development activity as more specifically listed under in this Agreement.
- iv. **"Authority/ies"** means any concerned authority that may/shall grant Approvals in connection with the said Project and/or any transaction contemplated herein as also any government, including but not limited to Central Government or Government of the State of Haryana, or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to Government, or any other Governmental authority including but not limited to Haryana RERA, Panchayat, other Local or Public Bodies and Planning Authorities, State PCB, Central PCB, MOEF, Union Ministry of Urban Development, State Fire and Emergency Services Department and any other bodies, relevant statutory, State and Central Government Authorities, agencies, departments, boards, commissions or any political subdivisions thereof, and any court or tribunal of competent jurisdiction and any Governmental agency or authority; having jurisdiction over the Project / Plotted Colony, or any of the transactions contemplated hereby;



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- v. **"Completion of the Project"** shall mean the stage at which the construction of the Project has been completed, identified by the receipt of the last of the occupation certificate/completion certificate/or equivalent, for the building(s) constructed in the Project as per Applicable Laws along with receipt of all Receivables from the customers of the Project and distribution of the same in accordance with the terms of this Agreement;
- vi. **"Confidential Information"** shall mean any and all information relating to this Agreement and the transactions contemplated herein, including but not limited to the Construction Data, the existence and terms of this Agreement or any other information, which under the circumstances of disclosure ought to be treated as confidential or is notified as being confidential by the Party disclosing such information, but shall not include information:
- (a) that is already in the public domain other than by breach of this Agreement; or
 - (b) that is later acquired by a Party from a source not obligated to any other Party hereto, or its Affiliates, to keep such information confidential; or
 - (c) that was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party.
- vii. **"Construction Data"** shall mean all information / material pertaining to the Project, including without limitation, plans, designs, design information, descriptions, calculations, schedules, specifications, samples, patterns, models, mock-ups, computer software drawings and all other information and documents including all computer or other machine-readable data relating to the Project;
- viii. **"Contractors"** shall mean the contractor, sub-contractors, suppliers and all other third party consultants / vendors including but not limited to the architect, engineering consultant, cost consultant, quantity surveyor, services engineer, civil and structural engineer, planning supervisor, mechanical and electrical engineer, environmental consultant (where necessary), ground investigation engineer, landscape architect, QS&QA Consultant, RCC consultants, soil survey experts, and all other consultants (where necessary) appointed by the Developer with support of the Development



NS Buildtech Pvt. Ltd.

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Auth. Sign.

Manager, for the construction and Development of the Project and shall include any replacement thereof;

- ix. **"Development Cost"** shall mean all costs and expenses related to Project development including but not limited to construction material, construction & development, contract and labour charges, architect and consultant's fees, approval & renewal, all statutory cost, taxes and levies, publicity, sales & marketing expenses, administrative and brokerage etc.
- x. **"Development"** (with all its derivatives) shall mean and include the development of the Project in accordance with the Approvals, Applicable Laws and the terms and conditions of this Agreement and any amendments by the Govt. from time to time. At present the Development permitted on residential plots in the Plotted Colony is Basement + Stilt + Four floors with common area including terrace etc.
- xi. **"Event of Default"** shall mean and include the events as expressly agreed, acknowledged and confirmed between the Parties which shall constitute an event of default under this Agreement.
- xii. **"Force Majeure Event"** shall mean any events or circumstances which are beyond the control of a Party including but not limited to: fire, drought, flood, earthquake, epidemics, pandemic, typhoons, hurricanes, storms, landslides, lightning, explosions, and other natural disasters or calamities, act of God, political/public strikes or lock outs other than strikes initiated by employees of any Party or acts of terrorism, civil commotion, sabotage, events of war, war like conditions, embargoes, insurrection, governmental directions and intervention of defense authorities or any other agencies of government, riots, Provided that no Force Majeure Event shall relieve either Party from its obligation to pay any sum due to the other Party in respect of the period prior to the date of occurrence of Force Majeure Event;
- xiii. **"Government Authority"** shall mean any national, state, provincial, local or similar government, governmental, semi-governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization in India to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of law or any court, tribunal, arbitral or


NS Building

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judicial or quasi-judicial body, or any stock exchange of India and shall include the District, Town and Country Planning ("DTCP"), municipal corporation, and HRERA;

- xiv. **"Gross Sale Proceeds"** shall mean all Receivables from the Project;
- xv. **"HRERA"** shall mean the Haryana Real Estate Regulatory Authority;
- xvi. **"Marketing"** shall mean all forms of advertising, publicity and promotion of and any other form of dissemination of information about the Project to be developed on the residential plots in phase manner to the public for the sale/transfer/disposal of the Units of the Project, through any medium, mode or format, including whether through print media, television, online, digital, electronic, audio, visual, signboards, billboards, letterheads, fee receipts, deposit receipts, promotional material and brochures or through channel partners, brokers, participation in the exhibitions, roadshows, etc., or otherwise;
- xvii. **"Net Receivables"** shall mean the Basic Sales Price and Preferential Location Charges (PLC) only. Less any refund to the customers against cancellation/ termination of any booking. Any sort of collection from the clients on account of club renovation & facilitation fees, late payment charges including delayed payment interest and penalty, forfeited earnest money, deposits, transfer fee, taxes and any other amounts to be received from the prospective purchasers / transferees etc. and all type of Pass Through Amount/charges defined hereunder shall be excluded from the Net Receivables.
- xviii. **"Pass Through Amount"** shall mean all statutory charges including EDC/IDC, fees, expenses, payments / contributions to be received from the purchasers of Units in the Project towards club membership fees, electricity meter deposit and security, Power Backup, security deposit for water connection, sewerage, Interest Free Maintenance Security (IFMS), maintenance security deposit, association deposit, society / association formation charges, legal fees/expenses and charges, stamp duty, registration charges, GST, and all such other similar statutory charges, fees and costs and reimbursement of specific fee/expense that are not considered as revenue by the Developer, which would be collected/ recovered from the purchasers of Units as contribution from the purchasers of Units for onward transfer/deposit/security to the concerned Government Authority or association (if any) of the purchasers of Units or to the maintenance agency of the Project, as the case may be;



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- xix. **"Project Cost"** shall mean all Development cost of the Project and Land Cost of the Project land i.e., paid/ unpaid land cost to be paid to the Land Owners/ Plot Owners of the Project in cash or kind or consideration other than cash including but not limited to any arrangement between the parties viz. any MoU, Agreement, Collaboration or Joint Development Arrangement etc. executed between them for distribution of revenue or built-up area of the project etc.
- xx. **"Taxes"** shall mean all forms of taxation, duties, levies, imposts, including, GST and other transaction taxes, municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant jurisdiction, together with any related interest, penalties, surcharges or fines, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction in relation to the Project;
- xxi. **"Units"** means and includes all the residential flats, builder floors, units, apartments, etc. in the building/s constructed / to be constructed on the residential Plots, intended for any type of independent residential use along with the car parks, basements, garages, common areas and facilities.
2. That the developer has made enquiries and satisfied itself that the Plots owned by the Plot owners and demarcated for construction of independent residential floors annexed herewith is subject matter of this agreement and can be utilized for the purpose of developing the Project thereon after obtaining the necessary licenses, permissions and sanctions from the concerned authorities in the name of the Developer.
3. That the name and style of the said project shall be AVANI Signature Floors, by N S Buildtech Pvt. Ltd./ N S Arcus or as may be decided by the Developer and the project shall continue to be known with this name and subsequent shall also be developed by the Developer in the name and style at its discretion.
4. That the Developer undertakes to develop Basement + Stilt + four floors with terrace on each plot under this Agreement and 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. The Plot 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



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development, construction and completion of the said project. All expenses involved in and for obtaining licenses, 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.

5. That the entire amount required for the cost of development of the said project, charges and fees of the Architect, preparation of plans and also all other statutory fees and charges, Building Plan approvals, incidentals including scrutiny fees, license fees, internal/External development charges, additional FAR fees, 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 project, and fire-fighting equipment/arrangements, as may be prescribed by the concerned authority, shall be wholly to the account of the developer.

6. Consideration to Plot Owners:

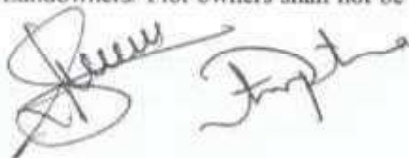
Security Deposit: the Landowner has given a refundable security Deposit of Rs. 1,00,000/- for each plot to the Landowners/ Plot owner under this agreement as below:

Mr. Surjit Arora: Rs. 33,00,000/- (Rupees Thirty-Three Lacs only) through a bank transfer dated 06.05.2025 in its Bank account With Indian Overseas Bank.

Mr. Anoop Arora: Rs. 44,00,000/- (Rupees Forty-Four Lacs only) through bank transfer dated 06.05.2025 in its Bank Account With Indian Overseas Bank.

Revenue Share: The Plot Owners shall be entitled to receive 45% of the Net Receivables from the sale/ transfer of each unit of the Project to be developed/ constructed on their residential plots as mentioned herein towards fulfillment of their obligation and discharge of their financial liability for their plots contribution in the said project.

More Specifically, the Net Receivables of the project includes only the Basic Sales Price and Preferential Location Charges (PLC) of the project/ units being developed on the plots owned by the Landowners/ Plot owners under the said Agreement. Any amount collected from the client on account of Pass-Through Charges, club renovation & facilitation fees, late payment charges including delayed payment interest and penalty, forfeited earnest money, deposits, transfer fee, taxes and any other amounts to be received from the prospective purchasers / transferees etc. shall not be a part of Net Receivables and the Landowners/ Plot owners shall not be entitled for sharing out of this collections/



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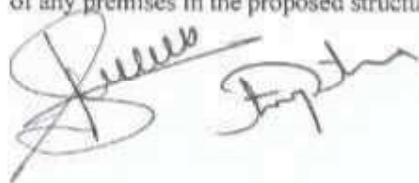
revenue. However, any refund to the customers against cancellation/ termination of any booking shall be deducted from their future revenue sharing, if the revenue share against the particular unit(s) under cancellation/ termination is already shared with them.

The payment of their respective share shall be made on Monthly/ Quarterly basis directly from the RERA compliant bank accounts to their respective Bank Accounts. Also, the reconciliation of their account shall be done on every quarter end and the Developer shall furnish them the periodic MIS (preferably on monthly basis) covering the units sold/ booked, collection statements, construction status of the project/units, RERA Bank Accounts etc. and their agreed entitlement under revenue sharing arrangement as defined in this Agreement.

7. Plot Owner's Obligations and Warranties:

The following Obligations shall be fulfilled by the Landowner/ Plot Owner at their sole cost:

- 7.1 Plots of the Project under this Agreement is free from all defects and Plot Owners Confirm that there are no encroachments or unauthorized construction on the said plots.
- 7.2 The title of the plots of the project under this Agreement is clear and marketable and free from all encumbrances, acquisitions, requisitions, third party rights, and litigations, actual or threatened except the sales of units to potential purchasers.
- 7.3 Save and except the Collaboration Agreement, the Landowners/ Plot Owners have not created any third-party interest and /or entered/agreed to entered into any kind of agreement, memorandum of understanding and/or writings or any other arrangements with any person in respect of sale, transfer of development right or otherwise for disposing the Plots in the Project under this Agreement.
- 7.4 It shall comply with all the conditions stipulated in the approvals for the development of the project/said Land and that the said license shall be kept valid, effective and in force during the tenure of this Agreement, however, all expenses for keeping the approvals/ licenses subsisting / valid shall be incurred by the Developer.
- 7.5 The Plot Owners have neither entered into any agreement for sale, transfer, lease, license or any commitment of any nature in respect of the plot/s or any part thereof under this Agreement nor it has entered into any agreement to sell of any premises in the proposed structures and buildings.



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- 7.6 The Plot Owners shall comply with all the statutory requirements, in relation to their responsibility under this agreement including but not limited to taxation, levies and applicable statutory obligation, if any, present or future.
- 7.7 The Landowners/ Plot owners shall comply with the relevant covenants of the Facility Document, in case the Developer raises the funds for the development of the project from the lenders/FIs etc. by providing security of the project land and/ of Plot owner's plots in the project. The Plot owners shall sign and execute the requisite facility documents and mortgage deed and provide all original title documents to create charge on the security, if required.
- 7.8 The Plot owner/ buyers shall bear the entire cost of registration for conveyance deed/ Sale deed of the residential plots, in case the aforementioned Plot(s) are registered in their favour/ their representative(s) or the potential buyers..
- 7.9 The Plot owners shall do and perform all acts, deeds, matters and things as may be required by the Developer in law to carry out the development of the project/ said land including entering into agreements with prospective purchasers/ buyers of the various premises in the structures and buildings proposed to be constructed in the project.

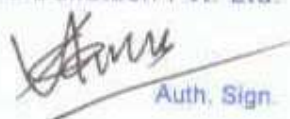
8. Developer's Obligations

The Developer shall at its own costs and expenses do the following:

- 8.1 The Developer shall obtain and maintain all Approvals and amendments thereto in relation to the Project, in the name of the Developer, in accordance with Applicable Laws.
- 8.2 Developer shall develop the Project on the Plots as per the approvals and amendments etc.
- 8.3 The Developer shall pay and bear all development and construction cost, approval charges, marketing and sale cost of the Project.
- 8.4 The Developer shall pay all liabilities to the Government Authorities in relation to the Project including but not limited to any pass-through charges, property tax, and/or any such other dues and fees regarding the Plots of the Project under this Agreement.
- 8.5 The Developer shall obtain and maintain all necessary insurances required in respect of the Project under Applicable Law.
- 8.6 The Developer shall apply and obtain the completion certificate for the Plotted Colony as per RERA registration.



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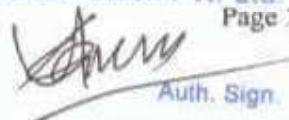

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- 8.7 The Developer shall ensure that all amenities and facilities like roads, parks, water, electricity supply, sewerage, community site etc. required for development of a modern self-sustained project shall be provided by the Developer at its own expense.
- 8.8 The Developer shall ensure that there are no overdue EDC/IDC payable to the DTCP in relation to the Project and the same shall be paid on priority.
- 8.9 The Developer shall obtain and maintain consent to establish, consent to operate and all other necessary Approvals as may be required for the construction, development, operation and Completion of the Project.
- 8.10 The construction cost of the community building in the Project shall be borne by the Developer, however the facilities and operations of the community building/ club house shall be managed by the RWA of the project in discussion with the Plot owners and dwellers of the project at their cost and expenses.
- 8.11 To accept and deposit all collections and receipts from the customers/purchaser of the units in RERA compliant bank accounts and for specific purpose bank accounts maintained by the Developer only opened for the project as per RERA provisions.
- 8.12 To follow up and collect the advance amount, entire sale proceeds or any other Receivable of the Units in the name of the Developer/ RERA compliant Bank Accounts only;
- 8.13 Customer handling, managing CRM and collections with parallel sharing of each data and information to the Developer and the same shall be exclusively under Developer's Control.
- 8.14 To coordinate with brokers and estate agents for the sale of Units in the Project;
- 8.15 The Developer can raise funds from the FIs and other sources for development and construction of the projects against providing security of its own plots/ land and/or also against the plots/ land of the Plot owners.
- 8.16 It is also agreed between the Parties that the Developer may raise debt/funds for the development of the Project and in case the funds are borrowed from the lender on which charge is required to be created on the Project, Plots/ Project Land or any receivables therefrom, the Developer shall inform the same to the Plot owners to create a charge on the project land/plots to raise the funds.



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8.17 The tentative time frame agreed upon the parties for development and completion of the proposed Independent residential floors project:

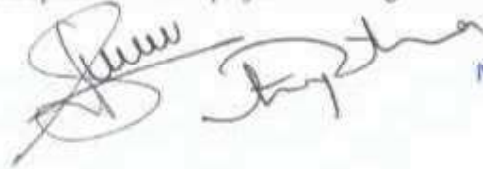
- a. The Building plans approval for development of floors on the aforesaid plots in phases shall be obtained by the Developer within reasonable time period from the date of execution of this Agreement/ as mutually agreed between the parties.
- b. RERA application for the Residential Floors shall be applied within 90 days from the date of execution of this Agreement/ as mutually agreed between the parties for development in phases.
- c. The Developer shall complete the project within 4 years of launch of the project after RERA registration for the residential floors and all other requisite approvals or maximum till the validity of RERA registration of the Project subject to force majeure circumstances. Thereafter, time can be extended only with the prior mutual written consent of the parties. If necessary, the Developer shall apply and obtain the required extension and renewal of various approvals, licenses and registration of the project within the reasonable time frame at its own cost and expenses.

9. Developer's Covenants

It shall apply and obtain all approvals, licenses, permissions, NOC, sanctions etc. and renewable/ revision/ extension/revalidation thereof as may be required for the development of the project and also if required the Environment Clearances/ consent from the concerned departments or any other approval/ permission from the Appropriate Authorities and shall develop the project accordingly. All acts, deeds and activities under this Agreement shall be done in accordance with the applicable laws/policies and the Real Estate (Regulation & Development) Act, 2016 and rules & regulations framed there under and all other applicable laws, which shall always be binding on both the parties of this Agreement.

10. Cost of Development

It is expressly understood by and between the parties hereto that the Developer shall bear and pay for entire the cost of the project, its expenses towards construction and development of the project including but not limited to branding, marketing,



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supervision, implementation and execution of the development works over the said Plots and the Land Owner/ Plot Owner shall not be liable to pay or bear any part or portion of the cost of development of the said project at any stage.

11. Right to Sub-Contract

The Developer shall be entitled to sub-contract any activity/ies in part /full to any third party to complete the project as per the approved building plan of the project.

12. Assignment of Powers

The Land Owner/ Plot Owner shall execute a General Power of Attorney (GPA) in favor of the Developer or its nominee(s) for the purpose of submission and approval of plans, drawings and all the requisite approval for the project etc. for and on behalf of the Plot Owner and for any other purpose related to development and construction of the project and also for marketing, sales, booking, allotment, execute agreement to sell, builder buyer agreement, title transfer, conveyance deed in favour of the buyers, which shall be kept alive and will be irremovable until transfer documents of the entire project is completed. The Developer shall also be entitled to apply for addition/ amendment of approvals/ plans in accordance with the respective allocations of the parties at its own cost and expense. The Plot Owner irrevocably authorize the Developer to sell/book the units in the project, receive sales consideration in Developer's Bank Account and accept application form and enter into Agreement to Sell, maintenance agreement, any sort of membership agreement in the project etc. with the prospective buyers in its own name and account in the manner and guideline as set out in RERA. An agreed GPA between the parties is shall be executed between the Parties.

13. Approval from Director Town & Country Planning, Harvana (DTCP) and Registration with the Harvana Real Estate Regulatory Authority (HARERA):

The Developer shall be liable to obtain the required approvals / permissions from the competent authority / departments for development of residential floors on the plotted colony Plots under this Agreement. The Developer shall be liable to furnish the applications, plans, undertakings, bank guarantees etc. at its own cost & expenses and to fulfill and complete all formalities required for this purpose as may be communicated by the competent authority/ DTCP.



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RERA Registration:

The Developer shall be responsible to get the project registered under the provisions of Real Estate (Regulation and Development) Act, 2016 with the competent authority. It is clearly admitted and acknowledged by the Developer that the Plot Owner shall be under no obligation to pay any statutory charges/ amount/ interest/ penalties etc. to the departments.

The Developer shall file the requisite application to the RERA Gurugram to get the said project registered with RERA in reasonable time after obtaining the building plans approved for the plots before the launch of the project. Also for further phases, the Developer shall apply for extension as and when required for additional plots in future.

RERA Compliant Bank Accounts:

For the purpose of RERA, the Developer shall open the RERA Compliant Bank Accounts as per the provision of RERA and shall operate the same as per the provisions of the act. The operation and utilisation of the Project receipts from RERA Compliant Bank Accounts shall be defined herewith while complying RERA provisions and in terms of the RERA.

RERA Compliant Bank Accounts and its operation as per the provisions of Real Estate (Regulation and Development) Act, 2016:

S. No.	Account No.	Account Name	Remarks
1	-	100% Collection Account	An Escrow Account (Non-Check Book A/c) being used for depositing collections from the clients
2	-	70% RERA operation Account	Non-Cheque Book Escrow Account. Being used for operation of the Project development
3	-	30% Free Account	Free Account of the Developer

The Developer shall also comply with all the provisions of RERA including but not limited to filing of Quarterly Progress Report (QPR) of the project and submitting of requisite periodic reports etc.

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It is further admitted and acknowledged by the Developer that the Plot Owner shall not be liable to share any cost of development/ construction for obtaining allocation of its revenue share as contemplated herein above. After grant of Occupation Certificate/ completion/ part-OC/completion, the residential colony shall be maintained by the Developer or any maintenance agency nominated by it and shall be entitled to recover the cost of maintenance charges from the allottees/ occupants/ buyers/ unitholders. It shall be the responsibility of the Developer to obtain all requisite permissions, licenses, consents etc. from all concerned departments for developing the proposed project at its own cost and expenses.

14. Marketing And Branding

It is agreed by and between the parties hereto that the Developer shall have full marketing rights in the project to be done by the Developer in any manner the Developer deems fit with the assignment rights in favour of any other Company/ agency and the Plot Owner shall not interfere or object to the same. Entire expenses in this regard shall be incurred by the Developer only. Upon execution of this Agreement, the Developer shall be entitled to fix sign boards if deemed necessary and expedient. The development of the said entire property may be branded by the Developer under their name and brand "AVANI Signature Floors by N. S. Arcus". It is made clear that the Developer shall not allow any joint branding with the Plot Owners.

15. Irrevocable Agreement:


This MOU/Agreement between the parties shall irrevocable. No party shall be entitled to terminate and/or revoke this agreement in totality. However, if any of the parties fails to discharge its obligations as per this agreement, the other party shall be entitled to obtain appropriate remedy from the court of law for any breach of the contract. The parties shall be bound by the order of the court. In any case the agreement shall remain valid and binding between the parties.

16. Parties' Liability

Each party hereto shall bear, pay and discharge their respective liabilities, including income-tax and other tax liabilities that may arise on account of receipt of the proceeds by each of them.



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17. Indemnity

Both the parties shall mutually indemnify and keep the other indemnified from and against any liability on account of income-tax, or other tax liability and/or purchase consideration for the said Land/ plots and its development/construction cost.

18. Duration

Subject to the time frame for development of the project/said Land agreed in this agreement, the same shall continue in force and effect till:

- 18.1 The entire development of the project is completed in accordance with the approved plans;
- 18.2 All the built up/premises in the proposed colony/structures and buildings are sold or allotted.
- 18.3 And further until and unless Completion Certificate to be obtained by the Developer Company.

19. Denial of Partnership/Joint Venture/ Agency

It is hereby expressly agreed and declared that:

- 19.1 these presents do not create any Partnership or Joint Venture or Association of Persons between the parties hereto;
- 19.2 each of the parties hereto has undertaken obligations and has rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else for any reason or purpose whatsoever;

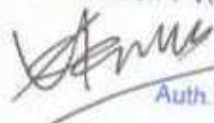
20. Dispute resolution:

- 20.1 If any dispute, difference, claim or question arises between the Parties as to the construction, meaning, validity or effect and enforceability of this Agreement or as to the rights and liabilities of the Parties arising hereunder or as to any other matters or things or arising out of or in connection therewith, the same shall at the first instance be tried to be resolved amicably. If such dispute cannot be resolved amicably within a period of 60 days, the same shall be referred to Arbitration by a sole arbitrator. The said sole arbitrator shall be appointed by mutual consent of the Developer and the Plot Owner. The arbitration proceedings shall be conducted in accordance with the provision of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment for the time being in force and



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conducted in fast-track mode as provided in the Arbitration & Conciliation Act, 1996.

- 20.2 The Arbitration shall take place in Gurugram, Haryana and shall be conducted in English. The Arbitrator shall decide the cost of the arbitration proceedings, which will be shared by both the parties in equal share. The arbitrator's award shall be made in writing and the same shall be binding on the Parties subject to applicable laws in force and the award shall be enforceable through competent court of law.

21. Jurisdiction

All matters concerning these presents and the development of the Project shall be subject to jurisdiction of courts at Gurgaon and the Hon'ble High Court of Punjab and Haryana at Chandigarh.

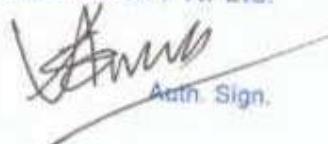
22. Force Majeure

- 22.1 If for any cause beyond the control of the party in question, including by way of example, but not by way of limitation, political non-clearance of the project, strikes, lockouts, fires, floods, riots, acts of God, pandemic, epidemic, or the public enemy or acts of the Sovereign Power, omission or occurrences not attributable to any extent to the fault or neglect of the party in question or preventable by the exercise of reasonable care or planning, on the part of such party either party hereto shall be prevented, delayed or restricted from performing its obligations hereunder. The party in question shall be excused in performance of its obligations under this Agreement, however, the performance of such obligation shall be resumed as soon as practicable such disability is removed and such party shall use all reasonable efforts to remove such cause or conditions preventing, delaying or restricting its performance and to resume such performance as soon as possible. Any obligation to pay money shall in no event be excused but shall be suspended only until the cessation of any cause of prevention from or delay in performance of such obligation.

- 22.2 The party which, pursuant to clause 20 above is prevented delayed or restricted from performing an obligation hereunder shall immediately, but in any case, within 30 days notify the other party and state the circumstances thereof. If such obligation cannot be fulfilled within three months after such notification, the parties shall agree to negotiate a reasonable settlement of the particular failure of performance.



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23. Severability

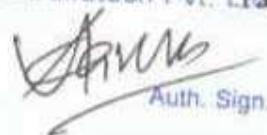
If any provision of this Agreement is held to be invalid or unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provisions and such provision shall be inoperative and shall not be part of the consideration moving from either party to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein.

24. General Covenants

- 24.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the parties may notify each other. Any such notice may be delivered personally or by Registered AD or through digital mode to their Mail ID.
- 24.2 The parties hereto agree to execute such papers and documents as may be necessary and expedient for enabling the Developer to carry out and complete the development on the Plots and remaining plots in phase(s) as herein contemplated.
- 24.3 That this Collaboration Agreement is subject to provisions of various acts, rules, regulations, laws, bye-laws, guidelines and instructions of various authorities concerned and contained in various acts applicable in the State of Haryana.
- 24.4 That the parties, shall be responsible to comply with the relevant provisions of the law for the development of the project and assured that respective parties will always timely comply with all Acts, Rules, by-laws and all other statutory obligations and compliances of the Department of Town and Country Planning, Government of Haryana, Central Government and all other authorities and department of state and Central Government & keep all compliance updated and shall keep each other indemnified against any loss, damage cause to them due to such violations of any rules and regulations.
- 24.5 The stamp and registration expenses for the execution and registration of this agreement shall be borne by the Developer. The Developer shall also bear expenditure for registration of General Power of Attorney/ Special Power of Attorney, if any.



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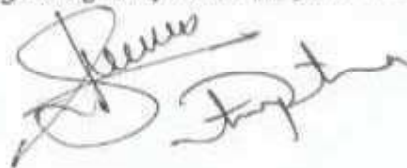
25. Special Covenants

It is specifically and categorically agreed between the Parties that:

- 25.1 The Parties categorically admit and acknowledge that they shall always remain absolutely bound by the terms and conditions of this Agreement.
- 25.2 Any changes, modification/ alteration / addition in the terms of this agreement etc. or entering into any amendment or supplementary agreement to this agreement must be in writing by and between the parties.
- 25.3 The Developer shall be responsible for compliance of all terms & conditions of license/ Building Plans /provisions of Act of 1975 & Rules 1976 till the grant of final completion certificate to the colony or earlier relieved of the responsibility by the DTCP, Haryana whichever is earlier.
- 25.4 That this Agreement shall be irrevocable and any modification/ alteration etc. in the terms and conditions of this agreement with regard to building plan approvals and licenses cannot be undertaken by the parties, without obtaining prior approval of DTCP, Haryana.
- 25.5 That the Plot Owners shall not sell the plots under this Agreement to any person after entering into this Agreement with the Developer.
- 25.6 That the Plot Owners shall not give marketing and selling rights to any other person/company other than the above-mentioned Developer, if they are not selling their share/ entitlement by own.

26. Entire Agreement

This Agreement constitutes the entire agreement along with the Annexure and Schedules between the parties hereto with respect to the matters dealt with herein and supersedes any previous agreement or arrangement between the parties hereto in relation to such matters. However, the First MoU / Collaboration Agreement bearing vide Vasika No. 5771 dated 26.11.2021 executed between the parties for setting up an affordable Residential Plotted Colony on the said land shall be in existence till the purpose and obligation of that Collaboration Agreement is not served fully. No variation of this Agreement shall be valid unless made by one or more instruments in writing and signed by each of the parties hereto.



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27. **Headings**


The headings herein are so given for the sake of convenience and easy reference only and they do not in any way govern or interpret the meaning thereof.

28. 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.

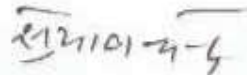
IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands on these presents at the place and on the day, month and year first hereinabove written in the presence of witnesses.

WITNESSES:

1.


SHRI CHAND NAMBARDAR
Village Alipur, Teh. Sonna
Distt. Gurugram (HRY)

2.



WITNESS

SUBHASH CHAND S/O DHARPAL
Vill. Rahaka, Teh. Sonna, Gurugram

PLOTS/LAND OWNERS:


Surjit Kumar Arora


Anoop Arora

DEVELOPER

For N. S. Buildtech Private Limited
through its authorized person
NS Buildtech Pvt. Ltd.


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