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Regn. No- 63

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



Penalty:

Stamp Duty Paid:

₹ 1000

₹0

Certificate No.

GFR2025F147

GRN No.

135574201



Seller / First Party Detail

Name:

Surjit Kumar Arora

H.No/Floor: C40.

Sector/Ward: 00

City/Village: New delhi

District: New delhi

LandMark: Anand niketan

State:

Delhi

Phone:

99*****37

Buyer / Second Party Detail

Name:

Ms N S buildtech pvt ltd

H.No/Figor: E14 City/Village:

Sector/Ward: 00

District: New delhi

LandMark: Anand niketan

Delhi State:

Phone:

New delhi 99*****29

Purpose: GPA

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

GENERAL POWER OF ATTORNEY (GPA)

This Power of Attorney is executed on this

Sh. Surjit Kumar Arora son of Sh. Bishamber Lal Arora, resident of C-40, Anand Niketan. New Delhi -110021, hereinafter referred to as 'the Executant / Owner in favour of:

M/s. N. S. Buildtech Private Limited, a body Corporate registered under the Companies Act, 1956, having its registered office at E-14, Anand Niketan, New Delhi -110021 acting through its Authorized Person Mr. Ajit Arora (authorized vide board resolution 04.04.2025) hereinafter referred to as 'the Developer/Attorney'

WHEREAS the Executant/ Land owner had entered into the Memorandum of Understanding (MOU) / Collaboration agreement for development of Independent Residential Floors, executed on 1916 Lewith the attorney and the Executant is the lawful owner of part of the contagious land parcel out 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, Tehnil Sohna, District Gurugram, Haryana hereinafter referred to as 'the said land'.

NS Buildtech Pvt. Ltd.

Auth Sign.

दिनांक: 19-06-2025

डीड सबंधी विवरण

डीड का गाम

GPA

तहसील/सब-तहसील सोहना

गांव/शहर

Sohna

धन सबंधी विवरण

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स्टाम्प इयूटी की राशि 1000 रूपये

स्टाम्प न : GFR2025F147

स्टाम्प की राशि 1000 रुपये

रजिस्ट्रेशन फीस की राशि 100

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पेरिटम शुन्क 3 स्पर्य

रुपये

Drafted By D R YADAV ADV.

Service Charge 200

यह प्रलेख आज दिलाक 19-06-2025 दिन गुरुवार समय 3:59:00 PM बजे श्रीश्मीमती /कुमारी SUBJIT KUMAR ARORA पुत्र BISHAMBER LAL ARORA निवास DELIH द्वारा पंजीकरण हेतु पस्तुत किया गया |

हस्तासस् प्रस्तुतकती SERUI AUMAN ARORA उप/संयुक्त पंजीयन अधिकारी (सोहना)

उपरोक्त पेशकली व भी/भीमती त्कुमारी MSNSBETLINECH PVT LTD mor AUT ARORAGITHER हाजिर है । प्रतुत प्रतेख के तथ्यों को दोनों पक्षों

में सुनकर तथा समझकर स्वीकार किया दोनों पक्षों की पहचान श्रीश्रीमती (कुमारीSUBHASH CHAND PANCH पिता — निवासी RAHAKA SOHNA व श्रीश्रीमती (कुमारी SHRICHAND NAMBARDAR पिता —

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

3प/सयुक्त पंजीयन अधिकारी(सोहना)

दिनाक 19-06-2025

AND WHEREAS pursuant to the terms of the Collaboration Agreement executed vide dated 26.11.2021 and License Application, the attorney had obtained a plotted colony license from DTCP vide license no. 103 of 2022 dated 28.07.2022 to setup an affordshie residential plotted colony over 9.9583 acres under the Deen Dayal Jan Awas Yojana (DDJAY) and has also obtained an additional license in contiguous land parcel of 1.99525 acres (owned by the attorney) with its existing DDJAY license.

AND WHEREAS the attorney/Developer had previously executed a Memorandum of Understanding/ Agreement bearing vasika no. 5771 dated 26.11.2021 ("Collaboration Agreement") with the Land Owner/executant with regard to the said land, and has launched the Residential plotted colony in the name and style of 'Anand Niketan' ("Plotted Colony") over the said licensed land as the Plotted Colony Project is registered with the Haryana Real Estate Regulatory Authority (HRERA) vide registration certificate no. 108 of 2022 dated 28.11.2022 (RD/REP/HARERA/GGM/633/365/2022/108) valid for five years till 27.11.2027 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.

AND WHEREAS the Developer/Attorney, as per the terms of that MoU dated 26.11.2021, have allotted the plots in the said project to the Landowner/executant as per their share of allocation. The Allotment Letter issued by the developer to the Land owner vide allotment letter dated. 05.12.2022 alongwith allocated plots as per their share of allocation falling in the Plotted Colony.

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2025-2026



पेशकता



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उप/सयुक्त पंजीयन अधिकारी

पेशकती - SURJIT KUMAR ARORA

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VINE :- THE ALIT ARGRACTHERMS N'S BUILDTECH PYT LID

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FIGURE 2 - SHRICHAND NAMBARDAR

west

प्रमाण पत्र

वमाणित किया जाता है कि यह प्रतेख क्रमांक 63 आज दिनाक 19-06-2025 को बही नं 4 जिल्द नं 8453 के पृष्ठ में 173.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त वहीं संख्या 4 जिल्द में 1774 के पृष्ठ संख्या 31 से 35 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों व अपने हस्ताहार/निशान अंग्ठा मेरे सामने किये हैं।

दिनाक 19-06-2025

उप/संयुक्त पंजीयन अधिकारी सोहना

AND WHEREAS Save as provided in the previous MoU/ Collaboration Agreement vide dated 26.11.2021 the Executant has entered into a further MoU/ collaboration agreement vide dated 19.66.27 with M/s N. S. Buildrech Pvt. Ltd., E-14, Anand Nitekan, New Delhi-110021, a company incorporated under the Companies Act, 1956 (hereinafter referred to as the "Developer" or "Attorney" for development and construction of a Residential Floors/ Colony/project under DDJAY on the some of the residential plots allocated to the executant as detailed thereunder.

AND WHEREAS the executant are not well equipped to develop and construct floors on their plots in the Plotted Colony, while the developer/attorney 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 Plots of the Plotted Colony. Hence the Developer/Attorney has discussed and proposed the Plots owner/executant to enter into an arrangement/ JV/collaboration with the Plots owner for the execution, construction and development of floors on their plots in phased manner.

AND WHEREAS the attorney/ developer and the executant after being execution of the above-mentioned MoU/ Collaboration Agreement provide right to the attorney/developer to develop and construct Independent residential Floors on the following residential plots of the executant as defined and in terms of the abovementioned MOU/ Collaboration Agreement.

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	NB3	151.34	126.54
22	Surjit Arora	N84	151.34	126.54

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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

NOW, THEREFORE KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH that the Executant above named, do hereby, nominate, constitute and appoint the 'Developer' 'Attorney' to be the true and lawfully constituted attorney of the Executant in respect of the independent residential floors to be developed by the attorney on the plots of the executant as detailed above and also defined in the above-mentioned MoU/ Agreement and in their name and/ or on their behalf to do, all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, regarding our said

land/plots/Units all or any of the following acts, deeds or things namely:

- To do all such acts, deeds and things as may be required for development of Residential Independent Floors on the above said land/Piots of the executant and obtain permission/ approvals and generally to do all such acts, deeds and things including signing all applications, forms, undertakings, affidavits etc. as may be required for this purpose including appearing before any authority on behalf of the Executant, signing and presenting to the authorities any application, form, undertaking, affidavit etc. as may be required in this regard;
- To carry out construction and development of Residential floors on the said Land and to undertake the marketing and sale of saleable area in the Project or any part thereof in accordance with the terms and conditions of the Collaboration Agreement;
- 3. That the attorney/ developer has the right to undertake marketing and sales activity directly of the Residential Independent Floors at such a Standard price, policy, terms and conditions mutually agreed with the executant. In case, any prospective buyer approaches to the land/Plot owner/executant directly, they shall refer such prospective buyers to the Developer/Attorney and shall not deal directly in circumstances whatsoever.
- 4. To develop the Said land/plots/units as Residential Independent Floors and the amenities & facilities constructed upon it and to deposit all types of fees, charges, security deposits, demands, dues and taxes with regard to the Said Land with any concerned authority and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc. before any quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all

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trespassers on Said Land and to take appropriate steps whether by action or otherwise, in accordance with law, to abate all nuisance;

- 5. To undertakes and develop Basement + Stilt + four floors with terrace on each plot as detailed in the aforementioned MOU/ Collaboration 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.
- 6. To exercise 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 and to bear all expenses involved in and for obtaining licenses, sanction of all types of plans, tax clearances, permissions or sanctions from the concerned authorities and further it shall also be liable to pay all charges, fee etc.
- 7. To bear wholly entire amount required for the cost of development of the said project including the cost of community facilities, 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:
- 8. To 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 while complying RERA provisions and in terms of the Resolution.
- 9. To collect the entire receivables of the project including but not limited to sale consideration of the plots, security deposit, membership fees, IFMS, EDC, IDC and any type of collection, compensation etc. with respect to the project of independent floors being developed and sold by the attorney on the said plots and to deposit the same in the RERA compliant bank account of the Company.
- 10. To receive the advances, sale consideration from the prospective purchasers and to give receipts in this regard. Also, to issue allotment letter/s to the prospective purchasers and to enter into Buyer's Agreement with them on behalf of the executant. To present the Buyer's Agreement with Sub-Registrar of Assurances for registration and to admit its execution before the same on behalf of the executant.
- 11. To enter into tripartite agreement/s with the Banks/FIs, on their standard format, to enable to prospective purchaser to obtain loan for purchase of the plots in question on behalf of the executant.

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- 12. To give possession to the prospective purchasers of the residential floors developed by the attorney on the plot of the executant after its completion and after issuance of occupancy certificate by the competent authority.
- 13. To execute Conveyance Deed in favour of the prospective purchasers of the residential floors developed by the attorney on the plot of the executant after its completion and after issuance of occupancy certificate by the competent authority. To present the Conveyance Deed with Sub-Registrar of Assurances for registration and to admit its execution before the same on behalf of the executant.
- 14. The attorney shall release/ transfer the revenue share to the executant as agreed in terms of the aforementioned MoU/ collaboration agreement from the RERA compliant Bank Accounts towards fulfillment of their obligation and discharge of their financial liability against their Plots consideration.
- 15. To pay all Deposits/Securities, EDC/IDC etc. if any to the HUDA, DTCP and to all other concerned authorities, etc. for the development of the Project and to receive back the refundable amounts out of the said amounts from the said authorities in the name of the Developer and also to furnish bank guarantees;
- To earry on correspondence or Supplementary deeds and documents as may be necessary with the aforesaid authorities and/or for any purpose in respect of development of the Project.
- Right 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 if required for the time being thereof.
- 18. To engage Real Estate Brokers or sub- Brokers or any intermediaries to facilitate the sale and marketing of the above mentioned residential independent floors and to negotiate brokerage, commission, rates, price etc., and to sign & execute agreements/documents and any other papers if required to manage the brokerage relationship. The attorney may also delegate the responsibility of managing the brokerage to a designated person, but the ultimate responsibility for ensuring a successful sale and proper handling of broker relationships remains with the attorney.
- 19. To represent and to act on behalf of the Executant, before any Government Authority, local body, public or private utilities and service providers, and to sign, follow up and make any letter, document, application, petition, representations and submissions, as the said Attorney may desire or deem fit from time to time, for any license, permission, approval, sanction or consent etc. required in connection with the exercise of the rights vested in by virtue of the said Collaboration Agreement including sanctions and approval and re-approval of layout plans, building plans, zoning plans, completion certificates, occupancy certificates etc., as required under applicable laws, rules, regulations, orders, notifications in relation to the Project or the Subject Land and for the purposes incidental thereto, and make payment of charges, dues and receive payments, refunds and to take all necessary steps and to do

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or cause to be done all such acts, matters and things for the purposes aforesaid;

- 20. To carry out the full, free and uninterrupted development of the Project as per the terms of the Said Collaboration Agreement and to do various acts, deeds, matters and things in respect of the Said Land or the Project including dealing with HUDA, Haryana State Electricity Board, DHBVN, Airport Authority, Town and Country Planning, Municipal Committee, Central/State Government offices and/or any other applicable public or private utilities;
- 21. To raise and avail Approved Project Finance or negotiate and secure loans or advances from any bank, financial institution or other person, for the purpose of construction of Residential independent Floors including Amerities and Facilities on the above-mentioned Plots/units, on such terms and conditions as my attorney may deems fit, and to execute all necessary documents, including promissory notes, mortgage deeds, and other related agreements to give effect this mentioned purpose. To mortgage the immovable property of the project land in question with Banks/Fls as a security to raise the said loan as desired by the Banks/Fls.
- 22. To appear before any person, officer, department and authority, in relation to exercising the rights of development vested in the developer under the Said Collaboration Agreement or in relation to the development of the Project on the Said Land, and for any other matter connected with and/or touching the development of the Project;
- 23. To apply for and obtain all such licenses, approvals, permissions, consents, sanctions etc. as may be required, including without limitation, change in land use, license, intimation of approval, commencement certificate, drainage certificate, occupation certificate, completion certificate, occupancy certificate in respect of the Project, and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection, leveling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done on the Said Land for becoming eligible for grant of such approvals, permissions, consents, sanctions etc. as may be required and for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities, deeds and documents etc. as may be required;
- 24. To make applications, effect amendments and also to submit revised application for the purpose of securing necessary renewals, revalidations of the permissions and licenses under the provisions of Haryana Development and Regulation of Urban Areas Act 1975, and other applicable laws, executive decisions etc. and to take all possible steps for the purpose of securing such permission / license or renewals thereof for the purpose of development of the Project;

25. To make and prepare and/or cause to be made and prepared all such plans,

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specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of lay out, building plan, and/or for the purpose of constructing / building on the Subject Land / Total Land by utilizing the entire FS1 / FAR available in respect of the Said Land as is permissible under the development rules from time to time;

- 26. To promote and register the maintenance agency or Cooperative Society Limited, Company or Organization of such prospective purchaser, in conformity with the applicable law, rules, regulations and guidelines issued by the government departments and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent the owner and the developer before all other concerned;
- 27. To make applications, petitions or representations and carry on correspondence for the purpose of availing benefit of import of cement, steel or any other building material or component and for that purpose to make any affidavit and give undertakings as the said Attorney may desire or deem fit;
- 28. To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, RCC consultants, structural engineers, labour, workmen, personnel (skilled and unskilled) or other persons in respect of the Project and to carry out the development work in relation to the Project and to pay the wages, remuneration etc., to revoke appointment of any of the aforesaid person(s) and to enter into any agreements appointing them or any of them and to co-ordinate and liaise with them from time to time and to give them instructions as the said Attorney may desire or deem fit from time to time;
- 29. To sign, declare, affirm, execute, deliver and give necessary letters, writings, undertakings, indemnities and other necessary or required documents to the municipal authorities or any other authority, fire brigade department and other concerned authorities for occupying the buildings and premises constructed as a part of the Project and/or obtaining necessary no objection certificates from the said authorities in connection with the Project;
- To apply to the Government or any Governmental Authority or any other authorities, for grant or extension of the time if any prescribed in any consent, approval, permission, license, certificate etc. in respect of any matter in relation to the construction and development of the Project;
- 31. To execute all necessary, legal and statutory writings, agreements, deeds, documents including without limitation, letters of allotment, agreement for sale, agreement to lease, leave & licence agreement, tenancy or any other agreements in relation to the saleable area in the Project as per the terms and conditions of the collaboration agreement;
- To install hoardings, sign boards, neon signs etc. of the Developer, and / or its group companies, and / or its holding companies, and/or its assigns on the Said Land

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indicating development thereof, to invite prospective purchasers, lessors, licensees, tenants to buy, lease, plots, license units etc. in the project;

- To issue advertisements in such mode as may be deemed fit by the Attorney announcing the development of the Project and inviting prospective purchasers, lessors, licensees, to book the building/premises or any part thereof;
- To get the mutation entries updated with the revenue and municipal authorities, in the names of the allottees/purchasers of the units in the developed project, if need be;
- 35. To protect the Said Land in such manner as our Attorney may deem fit and proper, and for that purpose to take all steps including appointment of security agencies, guards, approaching the police, home department and all authorities for maintaining law and order:
- 36. To effectively exercise the powers vested hereunder, enter into, execute, sign, seal and deliver, acknowledge and perform any contract, agreement, deed, application, paper, writing, indemnity, undertaking, terms and conditions, entrustment or document or other assurances or thing as may from time to time be required by any authority in relation to the Project or any part thereof which may in the opinion of the Attorney be necessary or required to be entered into, made, sign and seal, execute, deliver and perform for effectuating all or any of the purposes mentioned in the Collaboration Agreement;
- 37. To sign and file undertaking, as may be necessary, to the municipal Committee/ Corporation or such other appropriate authorities and to do such further acts, deeds and things as may be found necessary or required for the purpose of effectually carrying out the purposes and intends of this Power of Attorney;
- 38. To do all such acts, deeds and things and to sign, execute and present for registration before the authorities the deed of declaration and all such other documents, undertakings etc. as may be required for complying with the requirements under the Haryana Apartment Ownership Act, 1983 and the rules therein;
- 39. To delegate any or all the powers and authorities hereby conferred and to revoke any such appointment or delegation and to substitute or appoint any other or others in place of such attorney or attorneys as the said Attorney shall from time to time think fit at its sole discretion;
- Generally, to do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction of the project and sales thereof.

And I, hereby agree and undertake to ratify and confirm all and whatsoever my said Attorney, under the Power in that behalf hereinbefore contained, shall lawfully do, execute or perform in exercise of the powers, authorities and liberties hereby conferred upon, under and by virtue of this these presents regarding our aforementioned plots/Land. Subject to the compliance of

NS Buildtech F.L.

terms and conditions of the aforementioned MoU/ Collaboration Agreement executed on 19.06:25 as well as this Power of Attorney. This Power of Attorney is irrevocable.

IN WITNESS WHEREOF the Executant have executed this Power of Attorney on the day, month and year herein mentioned above.

WITNESSES:

1. FININA-4

WITNESS SUBHASH CHAND S/O DHARMPAL

VIII. Rahasu

Owner/Executant

Mr. Surjit Kumar Arora

For N. S. Buildtech Private Limited

NS Buildtech Pvt. Lt(Attorney)

(Authorized Signatory)

SHRI CHAND NAMBARDAR Village Allour, Teh. Sohna

Distt, Gurrigram (HR)

E - CHALLAN Candidata Copy DDO Code: 0342 Government of Haryana *0135588692* Valid Upte: 26-06-2025 (Cash) 20-06-2025 (Chq./DD) GRN No.: 0135588692 Date: 19 Jun 2025 10:34:38 0362-TEHSILDAR SOHNA Office Name: Treasury: (2025-25) One Time Period Head of Account Amount 0030-03-104-97-51 Pasting Fees 0030-03-104-99-51 Fees for Registration 100 PD AcNo 0 Deduction Amount: ₹ 103 Total/Net Amount: ₹ One Hundred and Three Rupeen Tenderer's Detail GPF/PRAN/TIN/Actt. no./VehicleNo/Taxid -FAN No. Tenderer's Name: Sub Registrar Tehsil Sohna Diett Gurugrum Haryana -Address: Registration Foos for Documents Particulars: Cheque-DD-Detail: Depositor's Signature FOR USE IN RECEIVING BANK Bank CIN/Ref No. 23957472940 Payment Onte: 19/06/2025 Punjab National Bank Aggregator Bank: Status: Success

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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

Seller / First Party Detail



Date: 18/06/2025

₹0

Certificate No.

GFR2025F148

GRN No.

135574253



Stamp Duty Paid : ₹ 1000

Penalty:

(Fig. Doe Only)

Ms Kanha Primeland Ilp Name:

H.No/Floor: 122/1

Sector/Ward: 49

LandMark: Universal trade tower sohna road

City/Village: Gurugram

Phone:

99****37

State:

Haryana

Buyer / Second Party Detail

Name:

Ms N S buildtech pvt ltd

H.No/Floor: E14

Sector/Ward: 00

LandMark: Anand niketan

City/Village: New delhi District: New delni

District: Gurugram

State:

Delhi

99*****29 Phone:

Purpose:

GPA

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

GENERAL POWER OF ATTORNEY (GPA)

This Power of Attorney is executed on this

M/s Kanha Primeland LLP, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having (LLPIN: ACL-0414) and having its registered office at 122, First Floor, Universal Trade Tower, Sector 49, Sohna Road, Gurugram, Haryana -122018, acting through its Authorized Signatory Mr. Ajit Kumar Jha (Adhaar No.: 7831 3551 1457), duly authorized vide Partners Resolution dated 10th April, 2025, (hereinafter referred to as 'the Executant / Plots Owner), in favour of:

M/s, N. S. Buildtech Private Limited, a body Corporate registered under the Companies Act, 1956, having its registered office at E-14, Anand Niketan, New Delhi -110021 acting through its Authorized Person Mr. Ajit Arora, (Aadhar No. 8026 5413 2274) duly authorized vide board resolution 04th of April 2025, hereinafter referred to as "the Developer/Attorney"

WHEREAS the Plots Owner is holding and is allottee of the 19 (Nineteen) residential plots located in the Project name and style of "Anand Niketan" ("Plotted Colony"), by virtue of Assignment Deed (Tripartite Agreement) executed between the initial buyer, the Developer/attorney and the executant. The Assignment Agreement (TPA) of all Plots are registered before the Sub-Registrar Sohna, Gurugram, more specifically mentioned in the Collaboration/ MoU, executed between the Attorney and the Executant vide Assignment Deeds all dated for development of Independent Residential Floors on the said 19 plots and as per Real Estate (Regulation & Development) Act, 2016 and rules & regulations framed there under and all other applicable laws as applicable.

FOR KANHA PRIMELAND LLP

Authorised Signatory

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तहसील/सब-लहसील सोहना

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धन सबंधी विवरण

शांश ० कपये

स्टाम्प इयुटी की राशि 1000 रुपये

स्टाम्प नं : GFR2025F148

स्टाम्प की राशि 1000 रुपये

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रुपये:

Drafted By. D R VADAV ADV.

Service Charge: 200

यह प्रजेश आज दिनाक 19-06-2025 दिन गुरुवार समय 4:00:00 PM बजे श्री/श्रीमती /कुमारी KANDA PRIMELAND LEPhin ART KUMAR HIAOTHER जिवास GURLGRAM द्वारा प्रजीकरण हेतु परनुत किया गया |

FOR KANHA PRIMELAND LLP

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उप/सर्युक्त पंजीयन अधिकारी (सोहना)

हस्ताक्षर प्रस्तुतकर्ता

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उपरोक्त पंशकती व श्रीश्रीमती श्रृमारी MSNSBUILDTECH PVT LTD flor AUT ARORADIBLE हाजिर है | प्रमृत प्रतेक्ष के तथ्यों की दोनों पहाँ

ने सुनकर तथा समझकर स्थीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीSUBHASH CHAND PANCH पिता — नियासी १८३१ ५६.५ SODNA व श्री/श्रीमती /कुमारी SHRECHAND NAMBARDAR पिता —

विवासी ALIPER SOHNA से की |

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

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उप/सम्बन पंजीयन अधिकारी(सोहना)

LOUIS A. HAPPY STATE OF

AND WHEREAS the attorney 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 in contiguous land parcel of 1.99525 acres dated 03.06.2025 with its existing DDJAY license, the total licensed Land Parcel of the Plotted colony is 11.95355 acres situated at Sector 2, Sohna, Gurugram, Haryana.

AND WHEREAS the Developer/attorney had launched the Residential plotted colony in the name and style of 'Anand Niketan' ("Plotted Colony") over the said licensed land as the Plotted Colony Project is registered with the Haryana Real Estate Regulatory Authority (HRERA) vide registration certificate no. 108 of 2022 dated 28.11.2022 (RD/REP/HARERA/GGM/633/365/2022/108) valid for five years till 27.11.2027 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.

AND WHEREAS subject to the terms of the BBA/ Assignment Agreement, the Plot Owner/executant is free to deal with their plot(s) either to sell/ develop by their own or through third party in collaboration or to retain it for future development/ arrangement. The Attorney has agreed to the same and is entered in the Collaboration agreement as mentioned above and is executing this GPA to exercise its all rights related to development/ construction, marketing, selling, advertising, branding and to register the same with the Real Estate Regulatory authority of Haryana under the Real Estate (Regulation & Development) Act, 2016 and to take several statutory approval from the DTCP, Haryana and from the various regulatory authorities as may be required as per rules & regulations framed there under and all other applicable laws made thereunder.

AND WHEREAS the executant are not well equipped to develop and construct floors on their plots in the Plotted Colony, while the developer/attorney 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 Plots of the Plotted Colony. Hence the Developer/Attorney has discussed and proposed the Plots owner/executant to enter into an arrangement/ JV/collaboration with the Plots owner for the execution, construction and development of floors on their plots in phased manner

AND WHEREAS the attorney/ developer and the executant entered into MoU/ Collaboration Agreement dated wherein attorney/developer is authorized to develop and construct Independent residential Floors on the following residential plots of the executant as defined and in terms of the abovementioned MOU/ Collaboration Agreement.

S. No.	Plot No.	Plot Owner	Area (Sq. Mtrs.)	Area (Sq. Yard)
1	N01	Kanha Primeland LLP	125.69	150.33
2	N02	Kanha Primeland LLP	125.69	150.33
3	N03	Kanha Primeland LLP	125.69	150.33
4	N04	Kanha Primeland LLP	125.69	150.33
5.	N05	Kanha Primeland LLP	125.69	150.33

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उप/संयुक्त पंजीयन अधिकारी

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PRINT 1 :- SUBHASH CHAND PANCH

HIRE 2 - SHRICHAND NAMBARDAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 64 आज दिनांक 19-06-2025 की बही ने 4 जिल्द न 8453 के पृष्ठ न 174 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द न 1774 के पृष्ठ संख्या 36 से 40 पर चिपकाई गयी । यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों से अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

19-06-2025

उप/सयुक्त पंजीयन अधिकारी सीहना

6	N06	Kanha Primeland LLP	125.69	150,33
7	N07	Kanha Primeland LLP	125.69	150.33
8	N08	Kanha Primeland LLP	125.69	150.33
9	N10	Kanha Primeland LLP	125.69	150.33
10	NII	Kanha Primeland LLP	125.69	150.33
11	N12	Kanha Primeland LLP	125.69	150.33
12	NII	Kunha Primeland LLP	125.69	150.33
13	N14	Kanha Primeland LLP	125.69	150.33
14	N15	Kanha Primeland LLP	125.69	150.33
15	N16	Kanha Primeland LLP	125.69	150.33
16	N17	Kanha Primeland LLP	125.69	150.33
17	N18	Kanba Primeland LLP	125,69	150.33
18	N19	Kanha Primeland LLP	125.69	150.33
19	N20	Kanha Primeland LLP	125,41	149.99

NOW, THEREFORE KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH

that the Executant above named, do hereby, nominate, constitute and appoint the 'Developer'/
'Attorney' to be the true and lawfully constituted attorney of the Executant in respect of the independent residential floors to be developed by the attorney on the 19 residential plots of the executant as detailed above and defined in the above-mentioned MoU/ Agreement and in their name and/ or on their behalf to do, all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, regarding our said land/plots/Units all or any of the following acts, deeds or things namely:

- To do all such acts, deeds and things as may be required for development of Residential Independent Floors on the above said land/Plots of the executant and obtain permission/ approvals and generally to do all such acts, deeds and things including signing all applications, forms, undertakings, affidavits etc. as may be required for this purpose including appearing before any authority on behalf of the Executant, signing and presenting to the authorities any application, form, undertaking, affidavit etc. as may be required in this regard;
- To carry out construction and development of Residential floors on the said Land and to undertake the marketing and sale of saleable area in the Project or any part thereof in accordance with the terms and conditions of the Collaboration Agreement;
- 3. That the attorney/ developer has the right to undertake marketing and sales activity directly of the Residential Independent Floors at such a Standard price, policy, terms and conditions mutually agreed with the executant. In case, any prospective buyer approaches to the land/Plot owner/executant directly, they shall refer such prospective buyers to the Developer/Attorney and shall not deal directly in circumstances whatsoever.
- To develop the Said land/plots/units as Residential Independent Floors and the amenities & facilities constructed upon it and to deposit all types of fees, charges, security deposits, demands, dues and taxes with regard to the Said Land with any

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concerned authority and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc. before any quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on Said Land and to take appropriate steps whether by action or otherwise, in accordance with law, to abute all nuisance;

- To undertakes and develop Basement + Stilt + four floors with terrace on each plots
 of the aforesaid MOU/ Collaboration 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.
- 6. To exercise 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 and to bear all expenses involved in and for obtaining licenses, sanction of all types of plans, tax clearances, permissions or sanctions from the concerned authorities and further it shall also be liable to pay all charges, fee etc.
- 7. To bear wholly entire amount required for the cost of development of the said project including the cost of community facilities, 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.
- 8. To 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 utilization of the Project receipts from RERA Compliant Bank Accounts while complying RERA provisions and in terms of the Resolution.
- 9. To collect the entire receivables of the project including but not limited to sale consideration of the plots, security deposit, membership fees, IFMS, EDC, IDC and any type of collection, compensation etc. with respect to the project of independent floors being developed and sold by the attorney on the said plots and to deposit the same in the RERA compliant bank account of the Company.
- 10. To receive the advances, sale consideration from the prospective purchasers and to give receipts in this regard. Also, to issue allotment letter/s to the prospective purchasers and to enter into Buyer's Agreement with them on behalf of the executant. To present the Buyer's Agreement with Sub-Registrar of Assurances for registration and to admit its execution before the same on behalf of the executant.
- To enter into tripartite agreement's with the Banks/Fls, on their standard format, to enable to prospective purchaser to obtain loan for purchase of the plots in question on behalf of the executant.
- To give possession to the prospective purchasers of the residential floors developed by the attorney on the plot of the executant after its completion and after issuance of

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occupancy certificate by the competent authority.

- 13. To execute Conveyance Deed in favor of the prospective purchasers of the residential floors developed by the attorney on the plot of the executant after its completion and after issuance of occupancy certificate by the competent authority. To present the Conveyance Deed with Sub-Registrar of Assurances for registration and to admit its execution before the same on behalf of the executant.
- 14. The attorney shall release/ transfer the revenue share to the executant as agreed in terms of the aforementioned MoU/ collaboration agreement executed between the executant and attorney from the RERA compliant Bank Accounts towards fulfillment of their obligation and discharge of their financial liability against their Plots consideration.
- 15. To pay all Deposits/Securities, EDC/IDC etc. if any to the HUDA, DTCP and to all other concerned authorities, etc. for the development of the Project and to receive back the refundable amounts out of the said amounts from the said authorities in the name of the Developer and also to furnish bank guarantees;
- To carry on correspondence or Supplementary deeds and documents as may be necessary with the aforesaid authorities and/or for any purpose in respect of development of the Project.
- Right 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 if required for the time being thereof.
- 18. To engage Real Estate Brokers or sub- Brokers or any intermediaries to facilitate the sale and marketing of the above mentioned residential independent floors and to negotiate brokerage, commission, rates, price etc., and to sign & execute agreements/documents and any other papers if required to manage the brokerage relationship. The attorney may also delegate the responsibility of managing the brokerage to a designated person, but the ultimate responsibility for ensuring a successful sale and proper handling of broker relationships remains with the attorney.
- 19. To represent and to act on behalf of the Executant, before any Government Authority, local body, public or private utilities and service providers, and to sign, follow up and make any letter, document, application, petition, representations and submissions, as the said Attorney may desire or deem fit from time to time, for any license, permission, approval, sanction or consent etc. required in connection with the exercise of the rights vested in by virtue of the said Collaboration Agreement including sanctions and approval and re-approval of layout plans, building plans, zoning plans, completion certificates, occupancy certificates etc., as required under applicable laws, rules, regulations, orders, notifications in relation to the Project or the Subject Land and for the purposes incidental thereto, and make payment of charges, dues and receive payments, refunds and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid;
- 20. To carry out the full, free and uninterrupted development of the Project as per the terms of the Said Collaboration Agreement and to do various acts, deeds, matters and things in respect of the Said Land or the Project including dealing with HUDA, Haryana State Electricity Board, DHBVN, Airport Authority, Town and Country Planning, Municipal Committee, Central/State Government offices and/or any other

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applicable public or private utilities;

- 21. To raise and avail Approved Project Finance or negotiate and secure loans or advances from any bank, financial institution or other person, for the purpose of construction of Residential independent Floors including Amenities and Facilities on the above-mentioned Plots/units, on such terms and conditions as my attorney may deems fit, and to execute all necessary documents, including promissory notes, mortgage deeds, and other related agreements to give effect this mentioned purpose. To mortgage the immovable property of the project land in question with Banks/Fls as a security to raise the said loan as desired by the Banks/Fls.
- 22. To appear before any person, officer, department and authority, in relation to exercising the rights of development vested in the developer under the Said Collaboration Agreement or in relation to the development of the Project on the Said Land, and for any other matter connected with and/or touching the development of the Project;
- 23. To apply for and obtain all such licenses, approvals, permissions, consents, sanctions etc. as may be required, including without limitation, change in land use, license, intimation of approval, commencement certificate, drainage certificate, occupation certificate, completion certificate, occupancy certificate in respect of the Project, and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection, leveling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done on the Said Land for becoming eligible for grant of such approvals, permissions, consents, sanctions etc. as may be required and for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities, deeds and documents etc. as may be required;
- 24. To make applications, effect amendments and also to submit revised application for the purpose of securing necessary renewals, revalidations of the permissions and licenses under the provisions of Haryana Development and Regulation of Urban Areas Act 1975, and other applicable taws, executive decisions etc. and to take all possible steps for the purpose of securing such permission / license or renewals thereof for the purpose of development of the Project;
- 25. To make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of lay out, building plan, and/or for the purpose of constructing / building on the Subject Land / Total Land by utilizing the entire FSI / FAR available in respect of the Said Land as is permissible under the development rules from time to time;
- 26. To promote and register the maintenance agency or Cooperative Society Limited, Company or Organization of such prospective purchaser, in conformity with the applicable law, rules, regulations and guidelines issued by the government departments and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent the owner and the developer before all other concerned;

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- 27. To make applications, petitions or representations and carry on correspondence for the purpose of availing benefit of import of cement, steel or any other building material or component and for that purpose to make any affidavit and give undertakings as the said Attorney may desire or deem fit;
- 28. To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, RCC consultants, structural engineers, labour, workmen, personnel (skilled and unskilled) or other persons in respect of the Project and to carry out the development work in relation to the Project and to pay the wages, remuneration etc., to revoke appointment of any of the aforesaid person(s) and to enter into any agreements appointing them or any of them and to co-ordinate and liaise with them from time to time and to give them instructions as the said Attorney may desire or deem fit from time to time:
- 29. To sign, declare, affirm, execute, deliver and give necessary letters, writings, undertakings, indemnities and other necessary or required documents to the municipal authorities or any other authority, fire brigade department and other concerned authorities for occupying the buildings and premises constructed as a part of the Project and/or obtaining necessary no objection certificates from the said authorities in connection with the Project;
- To apply to the Government or any Governmental Authority or any other authorities, for grant or extension of the time if any prescribed in any consent, approval, permission, license, certificate etc. in respect of any matter in relation to the construction and development of the Project;
- 31. To execute all necessary, legal and statutory writings, agreements, deeds, documents including without limitation, letters of allotment, agreement for sale, agreement to lease, leave & licence agreement, tenancy or any other agreements in relation to the saleable area in the Project as per the terms and conditions of the collaboration agreement;
- 32. To install hoardings, sign boards, neon signs etc. of the Developer, and / or its group companies, and / or its holding companies, and/or its assigns on the Said Land indicating development thereof, to invite prospective purchasers, lessors, licensees, tenants to buy, lease, plots, license units etc. in the project;
- To issue advertisements in such mode as may be deemed fit by the Attorney announcing the development of the Project and inviting prospective purchasers, lessors, licensees, to book the building/premises or any part thereof;
- 34. To get the mutation entries updated with the revenue and municipal authorities, in the names of the allottees/purchasers of the units in the developed project, if need be;
- 35. To protect the Said Land in such manner as our Attorney may deem fit and proper, and for that purpose to take all steps including appointment of security agencies, guards, approaching the police, home department and all authorities for maintaining law and order;
- 36. To effectively exercise the powers vested hereunder, enter into, execute, sign, seal and deliver, acknowledge and perform any contract, agreement, deed, application, paper, writing, indemnity, undertaking, terms and conditions, entrustment or document or other assurances or thing as may from time to time be required by any authority in relation to the Project or any part thereof which may in the opinion of the

FOR KANHA PRINTELAND LLP

Authorised Signatory

NS Buildtech Pvt. Ltd.

Auth. Sign

Attorney be necessary or required to be entered into, made, sign and seal, execute, deliver and perform for effectuating all or any of the purposes mentioned in the Collaboration Agreement;

- 37. To sign and file undertaking, as may be necessary, to the municipal Committee/ Corporation or such other appropriate authorities and to do such further acts, deeds and things as may be found necessary or required for the purpose of effectually carrying out the purposes and intends of this Power of Attorney;
- 38. To do all such acts, deeds and things and to sign, execute and present for registration before the authorities the deed of declaration and all such other documents, undertakings etc. as may be required for complying with the requirements under the Haryana Apartment Ownership Act, 1983 and the rules therein;
- 39. To delegate any or all the powers and authorities hereby conferred and to revoke any such appointment or delegation and to substitute or appoint any other or others in place of such attorney or attorneys as the said Attorney shall from time to time think fit at its sole discretion;
- Generally, to do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction of the project.

And I, hereby agree and undertake to ratify and confirm all and whatsoever my said Attorney, under the Power in that behalf hereinbefore contained, shall lawfully do, execute or perform in exercise of the powers, authorities and liberties hereby conferred upon, under and by virtue of this these presents regarding our aforementioned plots/Land. Subject to the compliance of terms and conditions of the aforementioned MoU/ Collaboration Agreement executed on 19.04.25 as well as this Power of Attorney. This Power of Attorney is irrevocable.

IN WITNESS WHEREOF the Executant have executed this Power of Attorney on the day, month and year herein mentioned above.

WITNESSES:

Owners/Executants

SUBHASH CHAND SIO DHARMPAL VIII. Rahaka, Teh. Sohna, Gurugram For M/S Kanha Primeland LLP (Executant)

FOR KANHA RRIMELAND LLP

Ajit Kumar Jha

(Authorizéd Signatos) natory

Shuh

For M/S N. S. Buildtech Private Limited (Attorney)

Y. Tage Alipur, Teh. Sohou Diath. Gurrigram (HR)

Mr. Ajit Arora (Authorized Signatory)

NS Buildtech Pvt. Ltd.

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

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Indian-Non Judicial Stamp Haryana Government



Certificate No.

GFR2025F138

GRN No.

135573732



Stamp Duty Paid:

Penalty: (Fix. Jam Circl)

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Seller / First Party Detail

Name:

Anoop Arora

H.No/Floor:

Sector/Ward: 00

LandMark: Anand niketan

City/Village

New delhi

District New delhi

State:

Defhi

Phone:

99*****37

Buyer / Second Party Detail

Name :

Ms N S buildtech pvt ltd

H.No/Floor

Sector/Ward: 00

LandMark: Anand niketan

City/Village:

New delhi

District: New delhi

State:

Delhi

Phone:

99*****29

Purpose: GPA

The authoritisty of this document can be varified by scanning this OrCode Through smart phone or on the website https://egreatry.nic.in

GENERAL POWER OF ATTORNEY (GPA)

This Power of Attorney is executed on this

Sh. Anoop Arora son of Sh. Ajit Arora, resident of E-14, Anand Niketan, New Delhi -110021, hereinafter referred to as 'the Executant / Land Owner' in favour of:

M/s. N. S. Buildtech Private Limited, a body Corporate registered under the Companies Act. 1956, having its registered office at E-14, Anand Niketan, New Delhi -110021 acting through its Authorized Person Mr. Ajit Arora (authorized vide board resolution 04.04.2025) hereinafter referred to as "the Developer/Attorney"

WHEREAS the Executant/ Land owner had entered into the Memorandum of Understanding (MOU) / Collaboration agreement for development of Independent Residential Floors, executed on [4] [5] 2.5 with the attorney and the Executant is the lawful owner of part of the contagious land parcel out 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 | maria 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'.

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डीड सबंधी विवरण

डीड का नाम

GPA

तहसील/सब-तहसील सोहना

गांव/शहर

Sohna

धन सबंधी विवरण

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Draffed By: D.R.YADAY ADV.

Service Charge:200

यह प्रलेख आज दिलाक 19-06-2025 दिल गुरुवार समय 4:01:00 PM बजे श्रीश्रीमती क्नुमारी ANORP ARORA पुत्र ART ARORA निवास DELIH द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

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उपासकृत पंजीयन अधिकारी (सोहना)

हस्ताबर प्रस्तुतकर्ता ANDOPARORA

उपरोक्त पंशकतो त श्रीश्मीमती त्कुमारी - MS N S INTELETECH PVT LTD Ben ART ARCHIAGTER - हाजिर है । प्रतुत प्रतेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षों की पहचान औश्रीमती /कुमारीऽUBHASHCHAND PANCH पिता — निवासी RAHAKA SOHNA व श्रीश्रीमती (कुमारी SHRICHAND NAMBARDAR पिता —

जिवासी ALIPERSONNA से की 1

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

उप/सयुक्त प्रजीयन अधिकारी(सोहना)

党中海 19-06-2025

AND WHEREAS pursuant to the terms of the Collaboration Agreement executed vide dated 26.11.2021 and License Application, the attorney had 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 Vojana (DDJAY) and has also obtained an additional license in contiguous land parcel of 1.99525 acres (owned by the attorney) with its existing DDJAY license.

AND WHEREAS the attorney/Developer had previously executed a Memorandum of Understanding/ Agreement bearing vasika no. 5771 dated 26.11.2021 ("Collaboration Agreement") with the Land Owner/executant with regard to the said land, and has launched the Residential plotted colony in the name and style of 'Anand Niketan' ("Plotted Colony") over the said licensed land as the Plotted Colony Project is registered with the Haryana Real Estate Regulatory Authority (HRERA) vide registration certificate no. 108 of 2022 dated 28.11.2022 (RD/REP/HARERA/GGM/633/365/2022/108) valid for five years till 27.11.2027 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.

AND WHEREAS the Developer/Attorney, as per the terms of that MoU dated 26.11.2021, have allotted the plots in the said project to the Landowner/executant as per their share of allocation. The Allotment Letter issued by the developer to the Land owner vide allotment letter dated. 05.12.2022 alongwith allocated plots as per their share of allocation falling in the Plotted Colony.

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उप/सर्युक्त पंजीयन अधिकारी

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 65 आज दिनांक 19-06-2025 को बही ने 4 जिल्द ने 8453 के पृष्ठ ने 174.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द ने 1774 के पृष्ठ संख्या 41 से 45 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं |

favire 19-06-2025

उप/सयुक्त पंजीयन अधिकारी सोहना

AND WHEREAS Save as provided in the previous MoU/ Collaboration Agreement vide dated 26.11.2021 the Executant has entered into a further MoU/ collaboration agreement vide dated 19.06.25 with M/s N. S. Buildtech Pvt. Ltd., E-14, Arand Nitekan, New Delhi-110021, a company incorporated under the Companies Act, 1956 (hereinafter referred to as the "Developer" or "Attorney" for development and construction of a Residential Floors/ Colony/project under DDJAY on the some of the residential plots allocated to the executant as detailed thereunder.

AND WHEREAS the executant are not well equipped to develop and construct floors on their plots in the Plotted Colony, while the developer/attorney 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 Plots of the Plotted Colony. Hence the Developer/Attorney has discussed and proposed the Plots owner/executant to enter into an arrangement/ JV/collaboration with the Plots owner for the execution, construction and development of floors on their plots in phased manner.

AND WHEREAS the attorney/ developer and the executant after being execution of the above-mentioned MoU/ Collaboration Agreement provide right to the attorney/developer to develop and construct Independent residential Floors on the following residential plots of the executant as defined and in terms of the abovementioned MOU/ Collaboration Agreement.

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 Arom	N27	168.46	140.85
8	Anoop Arora	N28	161,47	135.01
9	Anoop Arora	N29	161.47	135.01
10	Anoop Arom	N30	161.47	135.01
11	Anoop Arom	N31	161.47	135.01
12	Anoop Arora	N32	161.47	135.01
13	Anoop Arora	N33	161.47	135.01
14	Anoop Arom	N34	161.47	135.01
15	Anoop Arona	N46	146.23	122,27
16	Anoop Arora	N47	146.23	122.27
17	Anoop Arora	N48	146.23	122.27

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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	Ancop 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 Arona	N91	151.34	126,54
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

NOW, THEREFORE KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH that the Executant above named, do hereby, nominate, constitute and appoint the 'Developer' 'Attorney' to be the true and lawfully constituted attorney of the Executant in

'Developer'/ 'Attorney' to be the true and lawfolly constituted attorney of the Executant in respect of the independent residential floors to be developed by the attorney on the plots of the executant as detailed above and also defined in the above-mentioned MoU/ Agreement and in their name and/ or on their behalf to do, all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, regarding our said land/plots/Units all or any of the following acts, deeds or things namely:

To do all such acts, deeds and things as may be required for development of

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Residential Independent Floors on the above said land/Plots of the executant and obtain permission approvals and generally to do all such acts, deeds and things including signing all applications, forms, undertakings, affidavits etc. as may be required for this purpose including appearing before any authority on behalf of the Executant, signing and presenting to the authorities any application, form, undertaking, affidavit etc. as may be required in this regard;

- To carry out construction and development of Residential floors on the said Land and 2. to undertake the marketing and sale of saleable area in the Project or any part thereof in accordance with the terms and conditions of the Collaboration Agreement;
- That the attorney/ developer has the right to undertake marketing and sales activity 3. directly of the Residential Independent Floors at such a Standard price, policy, terms and conditions mutually agreed with the executant. In case, any prospective buyer approaches to the land/Plot owner/executant directly, they shall refer such prospective buyers to the Developer/Attorney and shall not deal directly in circumstances whatsoever.
- To develop the Said land/plots/units as Residential Independent Floors and the 4. amenities & facilities constructed upon it and to deposit all types of fees, charges, security deposits, demands, dues and taxes with regard to the Said Land with any concerned authority and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc. before any quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on Said Land and to take appropriate steps whether by action or otherwise, in accordance with law, to abate all nuisance;
- To undertakes and develop Basement + Stilt + four floors with terrace on each plot as 5. detailed in the aforementioned MOU/ Collaboration 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.
- To exercise all requisite powers and authorities as may be necessary for obtaining the 6. requisite licenses, permissions, sanctions, and approvals for development, construction and completion of the said project and to bear all expenses involved in and for obtaining licenses, sanction of all types of plans, tax clearances, permissions or sanctions from the concerned authorities and further it shall also be liable to pay all charges, fee etc.
- To bear wholly entire amount required for the cost of development of the said project 7. including the cost of community facilities, 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,

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and fire-fighting equipment/arrangements, as may be prescribed by the concerned authority.

- 8. To 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 while complying RERA provisions and in terms of the Resolution.
- 9. To collect the entire receivables of the project including but not limited to sale consideration of the plots, security deposit, membership fees, IFMS, EDC, IDC and any type of collection, compensation etc. with respect to the project of independent floors being developed and sold by the attorney on the said plots and to deposit the same in the RERA compliant bank account of the Company.
- 10. To receive the advances, sale consideration from the prospective purchasers and to give receipts in this regard. Also, to issue allotment letter/s to the prospective purchasers and to enter into Buyer's Agreement with them on behalf of the executant. To present the Buyer's Agreement with Sub-Registrar of Assurances for registration and to admit its execution before the same on behalf of the executant.
- To enter into tripartite agreement/s with the Banks/FIs, on their standard format, to
 enable to prospective purchaser to obtain loan for purchase of the plots in question on
 behalf of the executant.
- 12. To give possession to the prospective purchasers of the residential floors developed by the attorney on the plot of the executant after its completion and after issuance of occupancy certificate by the competent authority.
- 13. To execute Conveyance Deed in favour of the prospective purchasers of the residential floors developed by the attorney on the plot of the executant after its completion and after issuance of occupancy certificate by the competent authority. To present the Conveyance Deed with Sub-Registrar of Assurances for registration and to admit its execution before the same on behalf of the executant.
- 14. The attorney shall release/ transfer the revenue share to the executant as agreed in terms of the aforementioned MoU/ collaboration agreement from the RERA compliant Bank Accounts towards fulfillment of their obligation and discharge of their financial liability against their Plots consideration.
- 15. To pay all Deposits/Securities, EDC/IDC etc. if any to the HUDA, DTCP and to all other concerned authorities, etc. for the development of the Project and to receive back the refundable amounts out of the said amounts from the said authorities in the name of the Developer and also to furnish bank guarantees;
- To carry on correspondence or Supplementary deeds and documents as may be necessary with the aforesaid authorities and/or for any purpose in respect of development of the Project.

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- Right 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 if required for the time being thereof.
- 18. To engage Real Estate Brokers or sub- Brokers or any intermediaries to facilitate the sale and marketing of the above mentioned residential independent floors and to negotiate brokerage, commission, rates, price etc., and to sign & execute agreements/documents and any other papers if required to manage the brokerage relationship. The attorney may also delegate the responsibility of managing the brokerage to a designated person, but the ultimate responsibility for ensuring a successful sale and proper handling of broker relationships remains with the attorney.
- 19. To represent and to act on behalf of the Executant, before any Government Authority, local body, public or private utilities and service providers, and to sign, follow up and make any letter, document, application, petition, representations and submissions, as the said Attorney may desire or deem fit from time to time, for any license, permission, approval, sanction or consent etc. required in connection with the exercise of the rights vested in by virtue of the said Collaboration Agreement including sanctions and approval and re-approval of layout plans, building plans, zoning plans, completion certificates, occupancy certificates etc., as required under applicable laws, rules, regulations, orders, notifications in relation to the Project or the Subject Land and for the purposes incidental thereto, and make payment of charges, dues and receive payments, refunds and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid;
- 20. To carry out the full, free and uninterrupted development of the Project as per the terms of the Said Collaboration Agreement and to do various acts, deeds, matters and things in respect of the Said Land or the Project including dealing with HUDA, Haryana State Electricity Board, DHBVN, Airport Authority, Town and Country Planning, Municipal Committee, Central/State Government offices and/or any other applicable public or private utilities;
- 21. To raise and avail Approved Project Finance or negotiate and secure loans or advances from any bank, financial institution or other person, for the purpose of construction of Residential independent Floors including Amenities and Facilities on the above-mentioned Plots/units, on such terms and conditions as my attorney may deems fit, and to execute all necessary documents, including promissory notes, mortgage deeds, and other related agreements to give effect this mentioned purpose. To mortgage the immovable property of the project land in question with Banks/Fls as a security to raise the said loan as desired by the Banks/Fls.
- 22. To appear before any person, officer, department and authority, in relation to exercising the rights of development vested in the developer under the Said Collaboration Agreement or in relation to the development of the Project on the Said Land, and for any other matter connected with and/or touching the development of the Project;

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- 23. To apply for and obtain all such licenses, approvals, permissions, consents, sanctions etc. as may be required, including without limitation, change in land use, license, intimation of approval, commencement certificate, drainage certificate, occupation certificate, completion certificate, occupancy certificate in respect of the Project, and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection, leveling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done on the Said Land for becoming eligible for grant of such approvals, permissions, consents, sanctions etc. as may be required and for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities, deeds and documents etc. as may be required;
- 24. To make applications, effect amendments and also to submit revised application for the purpose of securing necessary renewals, revalidations of the permissions and licenses under the provisions of Haryana Development and Regulation of Urban Areas Act 1975, and other applicable laws, executive decisions etc. and to take all possible steps for the purpose of securing such permission / license or renewals thereof for the purpose of development of the Project;
- 25. To make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of lay out, building plan, and/or for the purpose of constructing / building on the Subject Land / Total Land by utilizing the entire FS1 / FAR available in respect of the Said Land as is permissible under the development rules from time to time;
- 26. To promote and register the maintenance agency or Cooperative Society Limited, Company or Organization of such prospective purchaser, in conformity with the applicable law, rules, regulations and guidelines issued by the government departments and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent the owner and the developer before all other concerned;
- 27. To make applications, petitions or representations and carry on correspondence for the purpose of availing benefit of import of cement, steel or any other building material or component and for that purpose to make any affidavit and give undertakings as the said Attorney may desire or deem fit;
- 28. To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, RCC consultants, structural engineers, labour, workmen, personnel (skilled and unskilled) or other persons in respect of the Project and to carry out the development work in relation to the Project and to pay the wages, remuneration etc., to revoke appointment of any of the aforesaid person(s) and to enter into any

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agreements appointing them or any of them and to co-ordinate and liaise with them from time to time and to give them instructions as the said Attorney may desire or deem fit from time to time;

- 29. To sign, declare, affirm, execute, deliver and give necessary letters, writings, undertakings, indemnities and other necessary or required documents to the municipal authorities or any other authority, fire brigade department and other concerned authorities for occupying the buildings and premises constructed as a part of the Project and/or obtaining necessary no objection certificates from the said authorities in connection with the Project;
- To apply to the Government or any Governmental Authority or any other authorities, for grant or extension of the time if any prescribed in any consent, approval, permission, license, certificate etc. in respect of any matter in relation to the construction and development of the Project;
- 31. To execute all necessary, legal and statutory writings, agreements, deeds, documents including without limitation, letters of allotment, agreement for sale, agreement to lease, leave & licence agreement, tenancy or any other agreements in relation to the saleable area in the Project as per the terms and conditions of the collaboration agreement;
- 32. To install hoardings, sign boards, neon signs etc. of the Developer, and / or its group companies, and / or its holding companies, and/or its assigns on the Said Land indicating development thereof, to invite prospective purchasers, lessors, licensees, tenants to buy, lease, plots, license units etc. in the project;
- 33. To issue advertisements in such mode as may be deemed fit by the Attorney announcing the development of the Project and inviting prospective purchasers, lessors, licensees, to book the building/premises or any part thereof;
- 34. To get the mutation entries updated with the revenue and municipal authorities, in the names of the allottees/purchasers of the units in the developed project, if need be;
- 35. To protect the Said Land in such manner as our Attorney may deem fit and proper, and for that purpose to take all steps including appointment of security agencies, guards, approaching the police, home department and all authorities for maintaining law and order;
- 36. To effectively exercise the powers vested hereunder, enter into, execute, sign, seal and deliver, acknowledge and perform any contract, agreement, deed, application, paper, writing, indemnity, undertaking, terms and conditions, entrustment or document or other assurances or thing as may from time to time be required by any authority in relation to the Project or any part thereof which may in the opinion of the Attorney be necessary or required to be entered into, made, sign and seal, execute, deliver and perform for effectuating all or any of the purposes mentioned in the Collaboration Agreement;

and the

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- 37. To sign and file undertaking, as may be necessary, to the municipal Committeel Corporation or such other appropriate authorities and to do such further acts, deeds and things as may be found necessary or required for the purpose of effectually carrying out the purposes and intends of this Power of Attorney;
- 38. To do all such acts, deeds and things and to sign, execute and present for registration before the authorities the deed of declaration and all such other documents, undertakings etc. as may be required for complying with the requirements under the Haryana Apartment Ownership Act, 1983 and the rules therein;
- 39. To delegate any or all the powers and authorities hereby conferred and to revoke any such appointment or delegation and to substitute or appoint any other or others in place of such attorney or attorneys as the said Attorney shall from time to time think fit at its sole discretion;
- Generally, to do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction of the project and sales thereof.

And I, hereby agree and undertake to ratify and confirm all and whatsoever my said Attorney, under the Power in that behalf hereinbefore contained, shall lawfully do, execute or perform in exercise of the powers, authorities and liberties hereby conferred upon, under and by virtue of this these presents regarding our aforementioned plots/Land. Subject to the compliance of terms and conditions of the aforementioned MoU/ Collaboration Agreement executed on the compliance of the as well as this Power of Attorney. This Power of Attorney is irrevocable.

IN WITNESS WHEREOF the Executant have executed this Power of Attorney on the day, month and year herein mentioned above.

WITNESSES:

WITNESS

SUBHASH CHAND S/O DHARMPAL VIII. Rahaka, Teh. Sohna, Gurugram

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V Mage Allour, Ten. Sohna Instr. Gurugram (HR) Owner/Executant

Mr. Anoop Arora

For N. S. Buildtech Private Limited

NS Buildtech Pvt. Ltd.

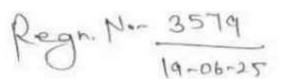
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^{*}Note ->Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance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

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 18/06/2025

Certificate No.

GFR2025F143

GRN No.

135532655



Stamp Duty Paid: ₹ 101

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Seller / First Party Detail

Name:

Kanha Primeland Up

H.No/Floor:

Sector/Ward: 49

District: Gurugram

LandMark: Universal trade tower sohna road

City/Village:

Gurugram

Haryana

Phone:

99*****93

State:

Buyer / Second Party Detail

Name:

N s buildtech Private Limited

H.No/Floor: City/Village:

Sector/Ward: 0

District: New delhi

LandMark

Anand niketan.

State:

Delhi

Phone:

99*****93

Anand niketan

Memorandum Of Understanding curn Agreement

Memorandum of Understanding / Agreement

This Memorandum of Understanding (MoU)/ Agreement is made and executed on this nent can be verified by scanning this GrCode Through smart phone or on the website https://egcashry.nic.in between

M/s Kanha Primeland LLP, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having (LLPIN: ACL-0414) and having its registered office at 122, First Floor, Universal Trade Tower, Sector 49, Sohna Road, Gurugram, Haryana -122018, acting through its Authorized Signatory Aiit Kumar Jha (Adhaar:783135511457), duly authorised vide Partner's Resolution dated 10th April, 2025, (hereinafter referred to as the "Plot Owner"), which expression shall, unless repugnant to the context or meaning thereof, include its legal representatives, nominees, 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 Signatory 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;

FOR KANHA PRIMELAND LLP

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NS Buildtech Pvt. Ltd.

Auth, Sign.

डीड सबंधी विवरण

डीड का नाम

AGREEMENT

तहसील/सब-तहसील

सोहना

गाव/शहर

Sohna

धन सबंधी विवरण

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स्टाम्प तं : OFR2025F143

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Dursal By, DEV RATTAN YADAY ADV.

ad Signatory

Service Charge 200

यह प्रतेश आज दिलाक 19-06-2025 दिल मुख्वार समय 3:59:00 🙉 बजे श्री/श्रीमती क्रुमारी

MS KANDA PRIMELAND LL POMEANT KUMAR HEADTHER. निवास GURUGRAM द्वारा पंजीकरण हेतु परनुत किया गया ।

FOR KANHA PRIMELAND LLP

अपासकत पंजीवन अधिकारी (सोहना)

हस्ताक्षर प्रस्तुतकर्ता MS KASUA PRISTELAND ELP

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उपरोक्त पंत्रमन्ती व श्रीश्रीमती (कुमारी) MS NS BUILDTECH PYT LTD thre AUT ARORAOTHUR हाजिर है । प्रतुत प्रशेश के तकती को दोनों पक्षी

ने मुनकर तथा समग्रकर स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीSHRICHANDANBARDAR पिता -निवासी अमारत व श्री/श्रीमती /कुमारी SUBDASH CHAND PANCH पिता -

निवासी उत्पाउन में की ।

साथीं मं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साथीं मं:2 की पहचान करता है |

उप/समुक्त पंजीयन अधिकारी(सोहना)

The Plot Owner and the Developer are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS the Developer has obtained a license from DTCP, Haryana, bearing license no. 103 of 2022 dated 28.07.2022 to setup an affordable residential plotted colony over a land parcel measuring 9.9583 acres under the *Deen Dayal Jan Awas* Yojana (DDJAY). That the developer has also obtained an additional license No. 115 of 2023 dated 03.0.06.2023 in contiguous land parcel of 1.99525 acres with its existing DDJAY license (i.e., license no.103 of 2022). That the total licensed Land Parcel of the Plotted colony is 11.95355 Acres situated at Sector 2, Sohna, Gurugram, Haryana. The details of the land/killa nos, which are subject matter of the license number 103 and the license number 115 are a matter of record and these details are within specific notice and knowledge of the plot owner.

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 as an affordable Plotted Colony 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 certificate No. 105 of 2023 dated (RD/REP/HARERA/GGM/761/493/2023/105) valid till 26.07.2027 for the total licensed area of project land.

AND WHEREAS the infrastructure development work of the aforesaid plotted colony 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 Plot Owner is holding and is allottee of the following residential plots located in the abovesaid Plotted Colony by virtue of Assignment Deed (Tripartite Agreement) executed between the first buyer, the Developer and the Plot Owner as detailed hereunder. The Assignment Agreement (TPA) of these Plots are registered before the Sub-Registrar Sohna, Gurugram as per Real Estate (Regulation & Development) Act, 2016 and rules & regulations framed there under and all other applicable laws as under.

Following are the Plots to be developed as Residential Independent Floors on Residential Plots:

FOR KANHA PRIMELAND LLP

NS Buildtech Pvt. Ltd.

Page 2 of 23

Reg. Year

Book No.

3579

2025-2026







पंशकतां

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FOR KANHA PRIMELAND LLP

उप/सयुंक्त पंजीयन अधिकारी

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NS Buildtech Pvt. Ltd.

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प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3579 आज दिनांक 19-06-2025 को बही न 1 जिन्द न 33 के पृष्ठ न 57.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिन्द न 1075 के पृष्ठ संख्या 71 से 75 पर विपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं |

दिनाक 19-06-2025

उप/सयंक्त पंजीयन अधिकारी सोहना

11371

S.No.	Plot No.	Plot Owner	Plot Area (Sq. Mtrs.)	Plot Area (Sq. Yard)	Assignment Regn. No.	Assignment Regn. Date
1	N01	Kanha Primeland LLP	125.69	150,33	14696	28-01-25
2	N02	Kanha Primeland LLP	125.69	150.33	14707	28-01-25
3	N03	Kanha Primeland LLP	125.69	150.33	14681	28-01-25
4	N04	Kanha Primeland LLP	125.69	150.33	15847	21-02-25
5	N05	Kanha Primeland LLP	125.69	150.33	15846	21-02-25
6	N06	Kanha Primeland LLP	125.69	150.33	15845	21-02-25
7	N07	Kanha Primeland LLP	125.69	150.33	14682	28-01-25
8	N08	Kanha Primeland LLP	125.69	150.33	14684	28-01-25
9	N10	Kanha Primeland LLP	125.69	150.33	14688	28-01-25
10	NII	Kanha Primeland LLP	125.69	150.33	14687	28-01-25
11	N12	Kanha Primeland LLP	125.69	150.33	14685	28-01-25
12	N13	Kanha Primeland LLP	125.69	150.33	14686	28-01-25
13	N14	Kanha Primeland LLP	125.69	150.33	14680	28-01-25
14	N15	Kanha Primeland LLP	125.69	150.33	14689	28-01-25
15	N16	Kanha Primeland LLP	125.69	150.33	14679	28-01-25
16	N17	Kanha Primeland LLP	125.69	150.33	14683	28-01-25
17	N18	Kanha Primeland LLP	125.69	150.33	17825	28-03-25
18	N19	Kanha Primeland LLP	125.69	150.33	14665	28-01-25
19	N20	Kanha Primeland LLP	125.41	149.99	1559	09-05-25
1	1000	TOTAL	2,387.90	2,855.93		

AND WHEREAS the Developer has acknowledged the assignment /allotment of the aforesaid residential plots to the Plot Owner as per the Assignment Deed / TPA executed among the parties. The plot owner shall remain bound by the terms and conditions of the BBA/ Assignment Agreement. That the BBA/ Assignment Agreement and the present MoU cum Development Agreement are two distinct transactions. That irrespective of the terms and conditions of this Agreement, the plot owner shall continue to abide by all the terms and conditions of the BBA/ Assignment Agreement including but not limited to the payments which are to be made by the plot owner to the developer towards the sales consideration of each residential plot, in terms of the BBA/ Assignment Agreement.

FOR KANHA PRIMELAND LLP

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AND WHEREAS as per the prevailing norms and policies, but subject to the terms of the BBA/ Assignment Agreement, the Plot Owner is free to deal with their plot(s) either to sell/ develop by their own or through third party in collaboration or to retain it for future development/ arrangement.

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 registration etc. for construction, development and sales of Independent residential Floors/Flats on the residential Plots of the Plotted Colony. Hence the Developer has discussed and proposed the Plot owner to enter into an arrangement/ JV/ collaboration with them for the execution, construction, development and booking/ sales of the floors on their plots in phased manner.

AND WHEREAS the parties after discussion on the proposal have agreed to develop and construct independent residential floors / builder floors / flats of different sizes with basements on the abovementioned plots of the Plot owner in phases along with some other residential plots in the Plotted Colony with fully developed infrastructure in the Colony. 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. Developer shall construct more independent floors/ flats in the larger colony under joint development arrangement with the landowners and other plot owners. 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.

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

1. DEFINITIONS

Signatory

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

FOR KANHA PRIMELAND LLP

NS Buildtech Pvt Ltd Page 4 of 23

Auth. Sign.

- "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 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;
- "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 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

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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;

- 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

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survey experts, and all other consultants (where necessary) appointed by the Developer with support of the Development 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.
- "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 judicial or quasi-judicial

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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;

"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 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.

"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;
- "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 owner and demarcated for construction of independent residential floors as listed here in above is subject matter of this agreement and can be utilized for the purpose of developing the Project thereon in phases after obtaining the necessary licenses, permissions and sanctions from the concerned authorities in the name of the Developer.
 - 3. That the possession of the said plot is yet to be delivered to the plot owner, in terms of the builder buyer agreement. The plot owner hereby agrees that the possession of the said plot shall be now vested with the developer. The developer shall be entitled to demarcate, identify and remain in the actual physical possession of the said plot and carryout the development of the Project.
 - 4. That the name and style of the said project shall be AVANI Signature Floors, by N S Arcus or as may be decided by the Developer and the project shall continue to be known with this name and further phases shall also be developed by the Developer in the name and style at its discretion.
 - 5. That the Developer undertakes to develop Basement + Stilt + four floors with terrace on each plot of the Project 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,

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sanctions and approvals of all concerned authorities. The Plot owner 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, 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.

6. 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.

7. Consideration to Plot Owner:

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

Rs. 19,00,000/- (Rupees Nineteen Lacs only) through bank transfer dated 06.05.2025 favoring M/s Kanha Primeland LLP in his Bank Account with Indian Overseas Bank.

Revenue Share: The Plot Owner shall be entitled to receive 45% of the Net Receivables from the sale/ transfer of each unit of 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 plot's 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 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 carnest money, deposits, transfer fee, taxes and any other amounts to be received from the prospective purchasers / transferces etc. shall not be a part of Net Receivables and the Plot owners shall not be entitled for sharing out of this collections/ revenue. However, any refund to the customers against cancellation/ termination of

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any booking shall ne 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 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.

8. Plot Owner's Obligations and Warranties:

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

- 8.1 Plots of the Project under this Agreement is free from all defects and Plot Owner confirms that there are no encreachments or unauthorized construction on the said plots.
- 8.2 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 unpaid amount of the sales consideration to the Developer against each unit under this Agreement.
- 8.3 The plots of the Plot Owner under this Agreement are paid as per the agreed terms of the BBA/ Assignment Agreement and the balance unpaid sales consideration of each plot shall be paid as per the terms and schedule as agreed between the parties.
- 8.4 Save and except this Agreement, the Plot Owner 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.
- 8.5 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.

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- 8.6 The Plot Owner 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.
- 8.7 The Plot Owner 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.
- 8.8 The Plot owner 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 owner 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.
- 8.9 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.
- 8.10 The Plot owner 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.

9. Developer's Obligations

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

- 9.1 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.
- 9.2 Developer shall develop the Project on the Plots as per the approvals and amendments etc.
- 9.3 The Developer shall pay and bear all development and construction cost, approval charges, marketing and sale cost of the Project.

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- 9.4 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.
- 9.5 The Developer shall obtain and maintain all necessary insurances required in respect of the Project under Applicable Law.
- 9.6 The Developer shall apply and obtain the completion certificate for the Plotted Colony as per RERA registration.
- 9.7 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.
- 9.8 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.
- 9.9 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.
- 9.10 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.
- 9.11 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.
- 9.12 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;
- 9.13 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.
- 9.14 To coordinate with brokers and estate agents for the sale of Units in the Project:
- 9.15 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.
- 9.16 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

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therefrom, the Developer shall inform the same to the Plot owners to create a charge on the project land/plots to raise the funds.

- 9.17 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.
 - 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.

10. 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.

11. 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

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the project including but not limited to branding, marketing, 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.

12. 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.

13. 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.

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.

RERA Registration:

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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 in phases before the launch of the project. The Developer shall apply for RERA extension as and when required for the remaining 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 as annexed 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:

RERA Compliant Bank Accounts:

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/ unit holders. 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.

15. 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.

16. 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.

17. Parties' Liability

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

18. Indemnity

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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.

19. 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:

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

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20. Denial of Partnership/Joint Venture/ Agency

It is hereby expressly agreed and declared that:

- 20.1 these presents do not create any Partnership or Joint Venture or Association of Persons between the parties hereto;
- 20.2 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;

Dispute resolution:

- 21.1 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 conducted in fast-track mode as provided in the Arbitration & Conciliation Act, 1996.
- 21.2 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.

22. 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.

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23. Force Majeure

- 23.1 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.
 - 23.2 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.

24. 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.

25. General Covenants

25.1 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.

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- 25.2 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
- 25.3 Plots shall be developed in phase(s) as mutually agreed between the parties.
- 25.4 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.
- 25.5 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.
- 25.6 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.

26. Special Covenants

It is specifically and categorically agreed between the Parties that:

- 26.1 The Parties categorically admit and acknowledge that they shall always remain absolutely bound by the terms and conditions of this Agreement.
- 26.2 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.
- 26.3 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.

FOR KANHA PRIMELAND LLP

NS Buildtech Pvt. Ltd.

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Auth. Sign.

- 26.4 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 can not be undertaken by the parties, without obtaining prior approval of DTCP, Haryana.
- 26.5 That the Plot Owners shall not sell the plots under this Agreement to any person after entering into this Agreement with the Developer.
- 26.6 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.

27. 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. 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.

28. 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.

29. 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

SHRI CHAND NAMBARDAR Village Aligur, Ten Suhna

Diptt, Gurngram (HR)

PLOT OWNERS:

For Kanha Primeland LLP

through its authorized person

FOR KANHA-PRIMELAND LLP

Authorized Signatory

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WITNESS

SUBHASH CHAND S/O DHARMPAL Vill, Rahaka, Teh, Sohna, Gurugram

FOR KANHA PRIMELAND LLP

Madrised Signatory

DEVELOPER

For N. S. Buildtech Private Limited through its authorized person

NS Buildtech Pvt. Ltd.