

INDIA NON JUDICIAL



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Government of Uttar Pradesh

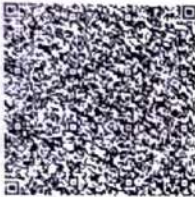
e-Stamp

Mukesh Kumar Sharma
AdvocateB.Com, LLB
GR. NOIDA, G.B. NAGAR

Certificate No. : IN-UP85426498612364X
Certificate Issued Date : 09-Apr-2025 02:47 PM
Account Reference : NEWIMPACQ (SV)/ up14001704/ GREATER NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1400170466424727272360X
Purchased by : NORTHWIND ESTATES PVT LTD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : PLOT NO-7, SECTOR-PI, GREATER NOIDA, DISTT. G.B. NAGAR UP
Consideration Price (Rs.) :
First Party : ASSOTECH INFRASTRUCTURE PVT LTD
Second Party : NORTHWIND ESTATES PVT LTD
Stamp Duty Paid By : NORTHWIND ESTATES PVT LTD
Stamp Duty Amount(Rs.) : 61,41,100
(Sixty One Lakh Forty One Thousand One Hundred only)

SCANNED

CERTIFICATE LOCKED



Please write or type below this line

Assotech Infrastructure Private Limited

Authorised Signatory

Northwind Estates Private Limited

Director

PF 0001732786

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shikhaStamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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Notarized & Private Limited

Notarized & Private Limited

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Notarized



387565



Mukesh Kumar Sharma

B.Com, LLB
GR. NOIDA, G.B. NAGAR

DEVELOPMENT AGREEMENT



B.Com, LLB
GR. NOIDA, G.B. NAGAR

Ground Coverage of Land : 15.53% i.e Area: 2817.41 Sqm.

Allotment/Circle Rate Rs. 43594/- Per Sqm.

Land Value: Rs. 12,28,22,000/-

Stamp@5% 61,41,100/-

This DEVELOPMENT AGREEMENT ("Agreement") is executed at Greater Noida on this 9TH day of April, 2025 ("Effective Date").

AMONGST

M/s. Assotech Infrastructure Private Limited (CIN: U45201DL2004PTC123827 and PAN:AAECA8312L), a company registered under the provisions of the Companies Act, 1956 having its registered office at 407-408, Roots Tower 7, Laxmi Nagar, District Centre, Delhi, India, 110092 and correspondence address at: 407-408, Roots Tower 7, Laxmi Nagar, District Centre, Delhi, India, 110092 (hereinafter referred to as the "AIPL") through its Authorized Signatory; Sh. Ankush Kumar (Aadhaar No.-XXXXXXXX4608) S/o Shri Suresh Chand r/o H.no.-15, Behta Hazipur, Shiv Vatika, Loni, Alapur, Ghaziabad, U.P.-201102, duly authorized vide a board resolution dated 04-04-2025, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns) Of the FIRST PART;

AND

M/S Northwind Estates Private Limited (Formerly known as Sayuktivillas Developers Private Limited), (CIN: U68100UP2024PTC197903 and PAN: ABMCS7960H), a company registered under the provisions of The Companies Act, 2013 and having its registered office at E-93, Site-4 Kasna Ind, Area, Greater Noida, I.A. Surajpur, Gautam Buddha Nagar, Dadri, Uttar Pradesh, India, 201306 (hereinafter referred to as the "NWEPL" or the "Developer") through its Authorized Signatory; Mr. Anubhav Jain S/o Praveen Jain, R/o 15, Eastern Avenue, Maharani Bagh, Srinivaspuri, South Delhi, Delhi-110065 duly authorized vide aboard resolution dated 05-04-2025, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns) of the SECOND PART.

Assotech Infrastructure Private Limited <i>Ankush</i> Authorised Signatory	Northwind Estates Private Limited <i>Anubhav Jain</i> Director
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AIPL and the D
collectively as
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Page No. _____
Date _____



Northwind Estates Private Limited
Director

Associated Infrastructure Private Limited
Authorized Signatory

AIPL and the Developer are hereinafter individually referred to as the "Party" and collectively as the "Parties".

WHEREAS AIPL HAS REPRESENTED TO THE DEVELOPER THAT:

- (i) The Greater Noida Industrial Development Authority ("GNIDA") had made the allotment of Plot Number 07, situated at Sector-PI in the Greater Noida district Gautam Buddha Nagar, (Ground Coverage Land Area 2817.41 Sqm.) Out of Total Area 18141.70 square meters as further described in detail under Schedule -IA of this Agreement (the "Total Project Plot/Project Plot"), in favour of M/s. Assotech Infrastructure Private Limited vide Lease Deed executed on 04th October, 2006 ("Lease Deed") for the development on the Project Plot in accordance with Site Layout Plan/Master Plan (as defined hereinafter as Schedule-1B).
- (ii) Residential Floor Area Ratio ("FAR") currently available on the Project Plot as per the applicable law zoning plan is 1.50 ("Current FAR"). The developer is free to procure additional Green Building FAR (5% on Total FAR), the total residential FAR available for construction and development on the Project Plot shall be of 28,572 square meters ("Present Project FAR" Incl. of Green Building FAR).
- (iii) AIPL is seized and possessed of or otherwise well and sufficiently entitled to and having the absolute and exclusive right to the Project Plot, and is in exclusive physical use, occupation and enjoyment of Project Plot.
- (iv) It is hereby informed by AIPL that the Project Plot is fully paid up and no dues is pending towards the Project Plot with GNIDA.
- (v) AIPL is the lessee of the Project Plot with possessory rights and entitlements as the lessee under the Lease Deed. No other person has any right, title or entitlement on the Project Plot in any manner whatsoever and AIPL is in legal, vacant and unhindered possession of the Project Plot.
- (vi) The Developer is desirous of developing a Project (as defined hereinafter) on the Project Plot.
- (vii) Whereas AIPL has agreed to grant and transfer the exclusive Development Rights (as defined hereinafter) to the Developer on the entire Project Plot, and the Developer has accepted such grant of Development Rights from AIPL on the terms and conditions hereinafter in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and understandings set forth in this Agreement and other good and valuable consideration, the Parties with the intent to be legally bound hereby agree as follows:

Assotech Infrastructure Private Limited <i>Ankur</i> Authorised Signatory	Northwind Estates Private Limited <i>Ajay</i> Director
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भावेदन सं०: 202500743032289

विक्रय अनुबंध विलेख (कब्जा)

ही सं०: 1

रजिस्ट्रेशन सं०: 12569

वर्ष: 2025

तिफल- 122822000 स्टाम्प शुल्क- 6141100 बाजारी मूल्य - 122822000 पंजीकरण शुल्क - 1228220 प्रतिलिपिकरण शुल्क - 80 योग : 1228300

श्री मैसर्स नॉर्थविड एस्टेट्स प्राइवेट लिमिटेड द्वारा
अनुभव जैन अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री प्रवीण जैन
व्यवसाय : व्यापार
निवासी: 15, ईस्टर्न एवेन्यू, महारानी बाग, श्रीनिवासपुरी, साउथ दिल्ली-110065



श्री, मैसर्स नॉर्थविड एस्टेट्स प्राइवेट लिमिटेड द्वारा

अनुभव जैन अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 15/04/2025 एवं
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निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

के० के० शर्मा, प्रभारी
उप निबंधक : सदर ग्रेटर नोएडा
गौतम बुद्ध नगर
15/04/2025

कृष्ण कुमार शर्मा
निबंधक लिपिक
15/04/2025



Associated Infrastructure Private Limited

Authorized Signatory

Director

1. DEFINITIONS, INTERPRETATION AND PURPOSE

1.1 Definitions unless the contrary intention appears and/or the context otherwise requires. In addition to the terms defined elsewhere including but not limited to the Schedules/Annexures to this Agreement, the definition listed below shall apply throughout this Agreement

- (i) "Affiliate" shall mean any group company of the Developer and its parent entity.
- (ii) "Agreement" shall mean this agreement including all Schedules and Annexures attached hereto or incorporated herein by reference, as may be amended by the Parties from time to time in writing;
- (iii) "Applicable Laws" shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or acting under the authority of any Governmental Authority and/ or of any other statutory authority in India, whether in existence on the Effective Date or thereafter;
- (iv) "Approvals" shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions and approvals as may be required for the Project including but not limited to fire scheme approval, clearances from Airport Authority of India, Central / State Pollution Control Board, consent to establish and operate, approval from electrical department, approval from sewerage water connection authority for construction and occupation (if applicable), approval (if applicable) of the Ministry Of Environment and Forests, GNIDA, registration under the Real Estate (Regulation and Development) Act, 2016 read with the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016, or any other approvals as may be require from any Governmental Authority as the case may be, for the construction and development of the Project and shall include all approvals relating to or pursuant to sanction of layout plans, sanction of building plans, commencement certificate, occupation certificate, completion certificate (by whatever name called);
- (v) "Business Day" shall mean a day that is not a Saturday or Sunday or a public holiday for the purpose of Section 25 Of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are open for normal banking business in Noida or Greater Noida, India;
- (vi) "Common Organisation" shall mean the organisation like an association / company / society or any such entity to be formed by the purchasers of Saleable Area in the Project;
- (vii) "Development Rights" shall refer to the entire rights to possess the Project Plot and to construct, develop and sell the Project on the same within 3 years of execution of the agreement, and shall include (but not be limited to) inter alia, the right, power, entitlement, authority, sanction and permission to:
 - (a) enter upon and take sole possession and control of the Project Plot and every part thereof to develop the Project;

Assotech Infrastructure Private Limited <i>anush</i> Authorised Signatory	Northwind Estates Private Limited <i>Agarwal</i> Director
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आवेदन सं०: 202500743032289

बही सं०: 1

रजिस्ट्रेशन सं०: 12569

वर्ष: 2025

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
विक्रेता: 1

श्री मैसर्स एसोटेक इंफ्रास्ट्रक्चर प्राइवेट लिमिटेड के द्वारा अंकुश कुमार, पुत्र श्री सुरेश चन्द

निवासी: मकान न०-१५, बेहता हाजीपुर, शिव वाटिका, लोनी, आलापुर, गाजियाबाद, उत्तर प्रदेश-201102

व्यवसाय: व्यापार

क्रेता: 1

ankush



श्री मैसर्स नॉर्थविंड एस्टेट्स प्राइवेट लिमिटेड के द्वारा अनुभव जैन, पुत्र श्री प्रवीण जैन

निवासी: 15, ईस्टर्न एवेन्यू, महारानी बाग, श्रीनिवासपुरी, साउथ दिल्ली-110065

व्यवसाय: व्यापार

Ajay



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री राहुल मावी, पुत्र श्री सुरेन्द्र कुमार

निवासी: सी-409, स्ट्रीट न०-2, छज्जपुर, शाहदरा, दिल्ली-110032

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री संजय, पुत्र श्री संतोष

निवासी: एच-१६८४ गामा-२, ग्रेटर नोएडा

व्यवसाय: अन्य

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार गिरा गये।
टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

के० के० शर्मा, प्रभारी

उप निबंधक, ग्रेटर नोएडा

गौतम बुद्ध नगर

15/04/2025

कृष्ण कुमार शर्मा

Director

Director

- (b) plan, conceptualize, design, construct, develop, execute, market and sell the Project as per the Developer's sole discretion, in accordance with the approved designs, and the Applicable Laws;
- (c) exercise full, free, uninterrupted, exclusive allotment, leasing, licensing, sale rights in respect of the entire Saleable Area in the Project including the built-up apartments / units and car parking spaces on the Project Plot by way of sale, allotment, lease or license or any other recognized manner of transfer, have the sole authority to determine and control pricing of the Saleable Area and car parking spaces to be developed on the Project Plot and enter into agreements with prospective purchasers / lessees on such terms and conditions as it deems fit and on such Marketing, leasing, licensing or sale, to receive the full and complete proceeds as per the terms herein; and give receipts and upon execution of the definitive documents in favour of purchasers / lessees; hand over ownership, possession, use or occupation of the Saleable Area, car parking spaces and wherever required proportionate undivided interest in the land underneath i.e. the Project Plot;
- (d) Carry out the construction / development of the Project and remain in sole possession, control of peaceful enjoyment of the Project Plot or any part thereof until the completion of development of the Project and have exclusive rights to Marketing, leasing or sale of the Saleable Area and car parking spaces to be developed on the Project Plot and every part thereof;
- (e) appoint, employ or engage architects, surveyors, engineers, contractors, sub- contractors, labour, workmen, personnel (skilled and unskilled), brokers or other persons to carry out the development work and to pay the wages, remuneration, brokerage and salary of such persons;
- (f) manage, supervise, and monitor the Project and oversee the performance of the contractors in terms of their relevant contracts, through any Person nominated by the Developer or through the appointment of an independent project management consultant;
- (g) launch the Project and issue advertisements, announce the development of the Project and invite prospective purchasers, lessees, licensees, etc. for allotment and sale of the Project and have the unhindered and exclusive right to the Marketing of the Project till the completion of the Project.
- (h) make payment and / or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development Of the Project Plot paid by the Developer;
- (i) instruct NWEPL to obtain the approvals concerning the Plot, obtain from GNIDA and renew or modify the said Approvals as per this Agreement or as required under Applicable Law with the cost to be borne solely by NWEPL;
- (j) make, modify, withdraw applications to the concerned Governmental Authority in respect of Approvals required for any infrastructure work including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities for the proposed buildings to be constructed on Project

Assotech Infrastructure Private Limited <i>amkush</i> Authorised Signatory	Northwind Estates Private Limited <i>Ajans</i> Director
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Director

Authorised Signatory

Plot and to carry out the same under the Approvals, sanctioned layout plan, or under order of any Governmental Authority and acquire all relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer;

- (k) deal with, appear before and file applications, declarations, certificates and submit." information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the Project development and necessary for the full, free, uninterrupted and exclusive construction of buildings on the Project Plot;
- (l) create mortgage on the Project Plot or any part thereof to raise project finance for this Project and to call upon AIPL to execute all documents including mortgage deeds, no objection certificates, declaration, affidavits, etc. as may be required by the lender to record or create such mortgage subject to the condition that the finance shall be availed from a Financial Institution.
- (m) manage/maintain the Project/Project Plot and the property and facilities/common areas constructed upon the Project Plot and/or to transfer/assign right to maintenance to any third party and to retain all benefits, considerations etc. accruing from such maintenance of the Project;
- (n) to handover operation, management, administration and maintenance of the Project to the association of apartment owners formulated under the applicable apartment ownership act or maintenance agency of the Project, as the case may, as per then Applicable Laws;
- (o) execute all necessary, legal and Statutory writings, agreements and documentations for the exercise Of the Development Rights and in connection with all the Marketing, leasing, licensing or sale of the premises to be constructed on the Project Plot as envisaged herein;
- (p) set up, install and make provision for the various facilities / services in the Project as may be required under the Applicable Laws and/or rules made there under;
- (q) to apply for and obtain any and all Approvals that may be required to be obtained from the relevant Governmental Authority for the development, construction, Marketing or sale of the units in the Project or any part thereof, and to do all acts, deeds and things in this regard including to sign and file all applications, forms, deeds, undertaking etc. and deposit all fees and charges, and
- (r) demarcate the common areas and facilities, and the limited common areas and facilities in the Project at the sole discretion of the Developer in accordance with the lay out plan and Applicable Laws and to file and register all requisite deeds and documents as may be required under the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010;
- (s) generally, do any and all other acts, deeds and things that may be required for the exercise of the Development Rights and all acts, deeds, and things that may be required for the development, construction, and

Assotech Infrastructure Private Limited <i>Ankush</i> Authorised Signatory	Northwind Estates Private Limited <i>Ajayz</i> Director
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Director

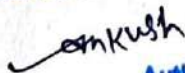
Authorised Signatory

Page No.

Assessment Infrastructure Project

implementation of the Project and compliance with the terms of this Agreement;

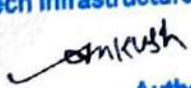
- (viii) "Effective Date" shall mean the date of execution of this Agreement;
- (ix) "Encumbrances" shall mean any disputes, Litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any Governmental Authority or of any other person or entity), acquisition, requisition, or any kind of attachment, restriction of use, lien, court injunction, will, trust, exchange, lease, claims, partition, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, title defect, title retention agreement, voting trust agreement, interest, option charge, restriction or limitation of any nature, default or / claim by any Governmental Authority of Applicable Laws or any rule, regulation or guidelines, whatsoever including receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of. or which has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;
- (x) "FAR" shall mean 'Floor Area Ratio';
- (xi) "Financial Institution" shall mean a scheduled bank and/or a commercial bank and/or any other banking or non-banking financial institution, trust or fund which is involved in business of making finances available, whether by way of making loans or advances or funding or otherwise, for any activity. which shall include (a) a non- banking institution which has as its principal business of receiving deposits, under any scheme or arrangement or in any other manner or lending in any manner; and (b) such other institutions that are recognized as financial institutions under the RBI Act 1934. and (c) any company or trust registered with the RBI Or National Housing Board or SEBI being in the business of lending money.
- (xii) "Force Majeure" shall mean and include acts of
 - (a) God. e.g. fire, drought, flood, typhoon, tornado, landslide, avalanche, storm, Earthquake, epidemics, quarantine restrictions, or other similar acts of God;
 - (b) strikes, industrial disputes, and/or lockouts directly affecting the Project construction and/or interrupting supplies and services to the Project for a continuous period of 30 (thirty) days in a year, for reasons not attributable to the affected Party and not caused by workers of Developer and/or its contractors/sub-contractors;
 - (c) Deficiency in supply or unavailability of material for development / construction. which is specific to the Developer but market at large;
 - (d) civil war, civil commotion, riots, acts of terrorism;

Assotech Infrastructure Private Limited  Authorised Signatory	Northwind Estates Private Limited  Director
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Authorised Signatory
Director
Associated Infrastructure Private Limited

- (e) change in governmental policy, Laws, or regulations directly affecting the Project, including but not limited to expropriation or compulsory acquisition by any government authority of any Project assets or rights, other than for reasons attributable to the affected Party.
- (xiii) "Governmental Authority" shall mean any government authority, statutory authority, Governmental department, agency commission board, tribunal or court or Greater Noida Industrial Development Authority or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project;
- (xiv) "GPA" shall have the meaning ascribed to it in Clause 2.3 of this Agreement;
- (xv) "Gross Sales Revenue" shall mean the following whether collected under the names / heads stated below or under any other names / heads in relation to transfer / lease / license of the entire Saleable Area, calculated net of taxes, as may be fixed or charged by the Developer.
- (a) Basic sale price.
 - (b) Preferential location charges (if applicable),
 - (c) Floor rise charges (if applicable),
 - (d) Charges collected for allotment / allocation of car parking space,
 - (e) All additional Pass-through charges
- (xvi) "Litigation" includes any / all suits, civil and criminal actions, arbitration proceedings, notices relating to land title, and all legal proceedings, which materially affects the development of the Project;
- (xvii) "Marketing" (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Developer for (a) sale / lease / transfer of the Saleable Area in the Project, (b) fixation of price and (c) the allotment, sale / lease / transfer or any other method of disposal, transfer or alienation of the Saleable Area and the receipt and acceptance by the Developer of the payments in thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;
- (xviii) "GNIDA" shall mean and refer to the Greater Noida Industrial Development Authority;
- (xix) "Land Cost" shall mean and refer to the land premium and its instalments to GNIDA;
- (xx) "Net Sales Price" shall mean the Gross Sales Revenue minus the Pass-Through Charges and brokerage charges
- (xxi) "Pass Through Charges" shall refer to all statutory charges, fees and expenses and other charges, such as lease rent, society / association formation charges, legal expenses, payments / contributions received from the Purchasers (as defined herein below) towards electricity, water, sewerage, maintenance security deposit, advance maintenance charges, association deposit, association forming charges,

Assotech Infrastructure Private Limited  Authorised Signatory	Northwind Estates Private Limited  Director
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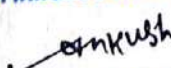
Authorised Signatory
Director
Associated Infrastructure Private Limited
Madhya Pradesh Private Limited

Goods & Services Tax., any future taxes levied by any Governmental Authority, Stamp duty, registration charges, and all such other similar statutory charges, fees and costs and deposit which would be collected / recovered from the Purchasers in relation to the units/ Saleable Area as a contribution from the Purchasers and for onward transfer / deposit to the concerned Governmental Authority or association (if any) of the apartment owners or with the maintenance agency of the Project, as the case may be;

- (xxii) "Project" shall mean the development of group housing on the Project Plot by utilization of the Project FAR in the manner the Developer may in its sole discretion deem fit (including the Saleable Area to be permitted by competent authority) and construction of other structures, buildings, commercial spaces, community buildings, schools, dispensary, other amenities, open spaces, parking spaces, developments etc. as may be deemed fit by the Developer and permitted or compulsory in accordance with the Applicable Laws and rules made thereunder by the relevant Governmental Authorities;
- (xxiii) "Project FAR" shall mean 28,572 square metres. excluding Purchasable FAR but inclusive of Green Building FAR, if any, allowed by the Governmental Authority;
- (xxiv) "Purchasers" shall mean and refer to the customers/ allottees" applicants to whom the Saleable Area in the Project are allotted, sub-leased, or transferred against consideration and persons to whom Saleable Area in the Project is agreed to be allotted, sold, transferred or leased against consideration;
- (xxv) "RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations promulgated thereunder;
- (xxvi) "Saleable Area" shall mean and refer to the total number of units in the Project comprising of saleable living space within the Project, and shall include parking space, commercial spaces, residential units and other areas sold / earmarked exclusively for the buyer / occupier as per the Applicable Laws;

1.2 Interpretation - In this Agreement, unless the contrary intention appears:

- (i) Any reference to any statute or statutory provision shall include:
- (a) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
- (b) such provision as from time to time amended, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

Assotech Infrastructure Private Limited  Authorized Signatory	Northwind Estates Private Limited  Director
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(ii)
(iii)



Northwind Estate Private Limited
Director

Associated Infrastructure Private Limited
Authorized Signatory

- (ii) any reference to the singular shall include the plural and vice-versa,
- (iii) any references to the masculine, the feminine and the neuter shall include other genders
- (iv) any references to a "company" shall include a reference to a body corporate;
- (v) references to a person (or to a word importing a person) shall construed as to include:
 - (a) Individual, firm, partnership, trust, joint venture, company, corporation, corporate, unincorporated body, association, Organization, any government. Or state or any agency of a government or state. any local or municipal authority or other governmental body (whether or not in each case having Separate legal personality);
 - (b) References to as representative shall be to its officers, employees, legal or professional advisers, sub-contractors. agents, attorneys and other duly authorized representatives;

1.3 PURPOSE:

- (i) This Agreement sets forth the terms and conditions with respect to the grant and transfer of the Development Rights with respect to the Project Plot in favour of the Developer, the nature of the Project to be developed, Net Sales Revenue sharing between the Parties and the rights and obligations of the Parties under the Agreement. The Parties have entered into this Agreement on a principle to principle basis.
- (ii) AIPL agree and undertake that they shall from time to time execute all such further agreements / documents, do all such acts and assist the Developer as may be required by the Developer, to effectively carry out the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder.
- (iii) The Developer agrees and undertakes that it shall complete the Project in accordance with this Agreement (failing which the consequences stated herein shall follow) and make the payment of advances and share Net Sales Revenue with AIPL as per the terms of this Agreement.

2. GRANT OF DEVELOPMENT RIGHT

Assotech Infrastructure Private Limited  Authorised Signatory	Northwind Estates Private Limited  Director
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सर्व रजिस्ट्रार सनर जिला गौतमसुखनगर

अधिकृत रजिस्ट्रार

- 2.1. On and from the Effective Date and in accordance with terms of this agreement, AIPL hereby grants and transfers exclusive Development Rights in respect of the Project Plot to the Developer. The Project shall be implemented and developed exclusively by the Developer, including but not limited to the quality, cost, design, and sales price, Sales velocity, layout, aesthetics, Marketing etc. in accordance with the Applicable Laws. AIPL further undertakes that it shall obtain all necessary consents, licenses and approvals regarding the Plot to execute and implement the provisions of this Agreement.
- 2.2. AIPL hereby hands over the possession of Project Plot to the Developer simultaneously with the execution of this Agreement. AIPL agrees and confirms that on and from the Effective Date, the Developer shall have the unfettered right to enter upon the Project Plot directly or through its associates, nominees, agents, architects, consultants, representatives, Contractors, to do all such acts and deeds required and necessary for exercising the Development Rights and for the implementation and development of the Project in accordance with the Applicable Laws.
- 2.3. AIPL agrees that immediately upon execution of this Agreement, it shall execute and cause to register a separate general power of attorney in favour of the Developer (the "GPA") in respect of the Project Plot so as to enable the Developer to perform all its obligations and utilise all its entitlements benefits / rights as stated under this Agreement including to sign the allotment and transfer documents in favour of Purchasers in accordance with the terms of this Agreement. The Developer shall be entitled to appoint its authorised representatives under / through the GPA for the exercise of any or all of the powers and authorities there under in favour of its permitted nominees).

3. CONSTRUCTION AND DEVELOPMENT OF THE PROJECT

3.1. Construction

- 3.1.1. The Project shall be constructed and developed by the Developer at its own costs and expenses in the manner the Developer may in its sole discretion deem fit. The Project shall be implemented/ developed and driven by the Developer. The quality, cost, design, layout, aesthetics, landscaping, architecture, sales price, sales velocity, product-mix sizes, specification, implementation, Marketing etc. of the Project shall be at the sole discretion and expertise of the Developer.
- 3.1.2. The Developer shall be entitled to appoint, employ or engage architects, surveyors. Engineers, contractors. sub-contractors. labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such employed personnel.

Assotech Infrastructure Private Limited <i>amkush</i> Authorised Signatory	Northwind Estates Private Limited <i>Ajans</i> Director
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Associated Instructions

Authorized Signatory

Director

- 3.1.3. The landscaping, architecture, construction, design, implementation etc. including the calculation of super built up area and Saleable Area of the Project shall be at the sole discretion and expertise of the Developer.
- 3.1.4. The Developer shall be entitled to construct amenities on the Project Plot as may be deemed appropriate by the Developer. The Developer may construct such amenities by utilizing a portion of the FAR available on the Project Plot, as may be deemed appropriate by the Developer in accordance with the layout plans and the bylaws of GNIDA.
- 3.1.5. The Developer shall make full utilization of the Project FAR to the extent available on the date "when building plans are sanctioned and as is sanctioned under the building plans (subject to reasonable reductions, as are considered to be in the best interest of the Project by the Developer), on the Project Plot in accordance with the Applicable Laws.
- 3.1.6. AIPL shall not have any right to participate in the development, construction, Marketing, sale and all other aspects relating to the Project.
- 3.1.7. AIPL shall extend all cooperation and do all such acts and deeds that may be required to give effect to the provisions of this Agreement, including, providing all such assistance to the Developer as may be reasonably required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby.
- 3.1.8. AIPL shall NOT be responsible for any unforeseen events and accidents on site during or after construction.

3.2. APPROVALS

- 3.2.1. The Developer shall be entitled to prepare the building plan drawings for the Project as per its own expertise and design.
- 3.2.2. The Developer shall coordinate to obtain all Approvals for construction and development of the Project including permission / sanction to develop Additional Green Building FAR on the Project Plot on behalf of AIPL. All such Approvals shall be obtained as per the design, requirement and expertise of the Developer with the costs and expenses relating to such Approvals to be borne by the Developer solely.
- 3.2.3. AIPL shall provide support (other than financial support) to obtain Approvals as may be necessary. AIPL agrees to provide all documents and sign all deeds and ensure presence of authorized representative whenever and wherever

Assotech Infrastructure Private Limited <i>Amkush</i> Authorised Signatory	Northwind Estates Private Limited <i>Agarwal</i> Director
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Director
7/10/2022
Uttar Pradesh Private Limited

Authorized Signatory
Uttar Pradesh Private Limited

required by the Developer for the purposes of obtaining Approvals from various authorities not limited to GNIDA.

3.3 Consonance

- 3.3.1 The Developer shall be responsible for having consonance between Approval Drawings and plans, Sanction Drawings and plans, Marketed Drawings and plans and constructed Drawings and plans as per Applicable Law and RERA.

4. PROJECT FINANCE AND MORTGAGE ON PROJECT LAND

- 4.1. To facilitate the construction/ development of the Project and all other costs expenses and payments to be made or incurred by the Developer relating to such construction/ development, the Developer is entitled to raise fund / construction finance subject to maximum loan up to Rs.50 crore.
- 4.2. The Developer shall be entitled to create mortgage and / or create a charge on the Project Plot and on the current and future constructed area in the same by way of a mortgage by deposit of title deeds or any other sort of mortgage / charge and all current/ future receivables of the same excluding the share of AIPL as contemplated herein.
- 4.3. The Developer shall be entitled to sign, execute, deliver and register all the documents and do all such acts and deeds as may be required to create the said mortgage (as contemplated in this clause) on the Project Plot including to deposit / handover the original title documents of the Project Plot, as may be required, for itself and on behalf of AIPL, if needed. It is also agreed that the AIPL and or its directors shall not provide any Corporate/ Personal Guarantee for repayment of aforesaid funding/construction finance. AIPL on the request of the Developer has provided necessary authorizations in favour of the Developer/ authorized representative of the Developer in this regard under this Agreement. AIPL undertake to sign, execute and deliver all such agreements, deeds, declaration, no objection etc. and all such documents and do all such acts, deeds and things as may be required by the Developer to create the said mortgage / charge (as contemplated in this clause) on the Project Plot, forthwith on being requested by the Developer and also make requisite filings of the charge at the registrar of companies. It is agreed that the entitlement of the Developer to mortgage / create charge on the Project Plot in the manner stated above shall be absolute. It is agreed herein that the Developer shall be responsible for payment of the Project Finance procured by the Developer and shall be responsible for payment of dues which they may bear, incur or suffer, and/ or which may be made, levied or imposed on account of default in repayment of loan or violation of terms of loan documents executed with lender.

Assotech Infrastructure Private Limited  Authorized Signatory	Northwind Estates Private Limited  Director
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Authorised Signatory
Director

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Director

- 4.4. It is agreed that even if the receivables from the Project are hypothecated to the lender, AIPL shall continue to receive its share from the Net Sales Revenue as per the timelines of such payments as provided in this Agreement.
- 4.5. The Developer shall be entitled to make AIPL a confirming party for such Project finance if required by the lender. However, AIPL shall have no liability whatsoever towards lenders against such project finance.
5. **MARKETING, BRANDING AND ALLOTMENT / SALE / LEASE/ACCOUNTING OF THE SALEABLE AREA**
- 5.1. The Developer shall have the exclusive rights/ entitlement of Marketing the Project. The entire Saleable Area of the Project shall be marketed and sold / leased / licensed by the Developer exclusively. The Parties agree that all decisions regarding the Marketing (including branding, pricing, sales, product mix) and all other decisions pertaining to marketing of the Project shall be taken by the Developer exclusively. It is agreed and understood that AIPL shall not market and sell any part of the Saleable Area in the Project. All lease / transfer shall be made by or routed through the Developer.
- 5.2. AIPL may require the Developer to provide on a quarterly basis the documents / data required to audit / establish the extent of collection of Gross Sales Revenue made in the Project by giving 7 (Seven) days' advance notice to the Developer and the Developer shall make such data available for inspection at its office on being requested by AIPL. AIPL shall be entitled to take copy, if required, of the same.
- 5.3. The Developer shall provide at end of each month, a sale account of the sale of Saleable Area to the AIPL.
- 5.4. The Developer shall be entitled to select and finalise a Project name as deemed appropriate by it at its sole discretion. The Project shall be promoted as a project of the Developer with such branding as may be decided by the Developer.
- 5.5. The Developer shall have the sole and exclusive right to prepare and finalize all documents and agreements which would be signed by / with the Purchasers for the entire Saleable Area at the Project, including but not limited to Marketing brochure prospectus, application forms, provisional allotment letters, final allotment letters, apartment unit buyer agreements, sale / conveyance deeds lease deeds, maintenance agreements and any others documents as the Developer may consider appropriate.
- 5.6. All rights with respect to the Marketing including its timing, format, Sale etc. of the Project shall vest absolutely with the Developer. The design of all Marketing and selling materials will be at the discretion of the Developer and contents of all advertisement/Marketing materials shall be in consonance of all Applicable Laws.
- 5.7. All Purchaser-related documentation related to the Saleable Area shall be in the form and manner decided and prepared by the Developer. The Developer shall be entitled

Assotech Infrastructure Private Limited  Authorised Signatory	Northwind Estates Private Limited  Director
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Northwind Infrastructure Private Limited

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to sign / execute / issue the same for itself and on behalf of AIPL (deriving authorizations from this Agreement). In the said Purchaser-related documentation, the Developer shall be entitled to provide on behalf of AIPL all such representations to the Purchasers that have been represented by AIPL to the Developer under this Agreement and any Other agreement executed between the Parties in relation to the Project. In the event the Developer requires AIPL to execute the sale/ lease deed or any other document with respect to Saleable Area in favour of Purchaser(s). Then AIPL shall execute the same forthwith upon receiving intimation in this regard from the Developer.

6. CONSIDERATION & REVENUE

- 6.1. The entire Development Rights relating to the Project and the Project Plot stand vested with the Developer under this Agreement. The Developer is entitled to collect the entire Gross Sales Revenue generated from the lease / sub-lease allotment of the Saleable Area in the Project.
- 6.2. In consideration of the grant of transfer and assignment of the Development Rights under this Agreement by AIPL to the Developer, it has been agreed that AIPL's consideration entitlement under the project would be Rs.130 crore or 35% of the Net Sales Price collected from the sale / allotment / lease / transfer of the Saleable Area at the Project ("AIPL's Revenue Share"), whichever is higher. It is agreed between the Parties that revenue discussed under this Clause 6.2 shall be distributed in terms of RERA Act, 2016.
- 6.3. Further, the Developer has already paid prior to this agreement to AIPL an advance/token amount of INR 11,00,000/- (Rupees Eleven Lakhs Only), by cheque no. 000030, dated 06/06/2024 which shall be adjusted against the revenue share payable to AIPL in terms of clause 6.2 above.
- 6.4. It is agreed between the parties that minimum Basic Sale Price per square feet of the project shall be Rs. 7,000/- (Rs. Seven Thousand only) per square feet.
- 6.5. It is agreed that any charges, dues, fees, demands, taxes, claims, (including but not limited to lease rent) arising out of or in relation to the Project Plot shall be to the sole account of AIPL only and AIPL shall be liable to make timely payment of the same. Additionally, it is developers' responsibility to collect all above such permissible charges as pass-through charges that have been paid or may arise including one time lease rent, Farmers compensation, or any other further payables from the Purchasers and reimburse it to AIPL.
- 6.6. It is agreed that all expenses related to land which may come up before the date of signing the contract are AIPL responsibility and shall be paid/payable by them.
- 6.7. Further, all expenses on plot land after JV Agreement including time extension on plot etc., are to be equally borne by both the parties.

Assotech Infrastructure Private Limited <i>Ankush</i> Authorised Signatory	Northwind Estates Private Limited <i>Ajans</i> Director
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Notarizing Estate Private Limited
Director

Associated Infrastructure Private Limited
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6.8. The Developer shall, pursuant to registration under RERA and launch of the Project, open and operate the following bank accounts for the Project ("**Project Accounts**"):

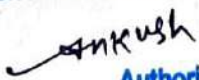
- 6.8.1. Master Collection Account, to be operated as escrow account for deposit of total collections/ receipts in the Project including collections/ receipts from the Purchasers/ customers/ allottees in the Project which shall be automatically transferred by way of standing instructions to RERA/Expenses Account. The Developer shall deposit the Gross Sales Revenue from the Project in the Master Collection Account.
- 6.8.2. RERA Account, wherein 70% of total collections/ receipts in the Project including collections/ receipts from the Purchasers/ customers/ allottees in the Project shall be transferred from the Master Collection Account. RERA Account shall be operated in accordance with the Applicable Laws and the funds permitted to be withdrawn from the RERA Account as per the Applicable Laws shall be utilized for the permitted purposes under the terms of RERA Act, shall be transferred to the Operating Account.
- 6.8.3. Expenses Account, wherein 30% of total collections/ receipts in the Project including collections/ receipts from the purchasers/ customers/ allottees in the Project shall be transferred from the Master Collection Account, as per the Applicable Laws to the Operating Account.
- 6.8.4. Operating Account, wherein funds shall be received from the RERA Account and Expenses Account. The Operating Account shall be operated solely by the Developer.

6.9. The Developer agrees that it shall transfer the 35% of revenue Share collected every quarterly after launch of the Project on 7th day of end of the quarter to AIPL in its bank account, the particular of which shall be communicated by the AIPL to the Developer in writing from the Operating Account.

6.10. Each Party shall pay the amounts refundable to the Purchasers in case of cancellation of the allotment of units in the same ratio in which they received the same. The Developer shall be entitled to adjust the amounts payable by AIPL from the next credit of AIPL's Revenue share to AIPL. In the event the Project is at a stage that there is no future credit of AIPL's Revenue Share. then AIPL shall forthwith pay the said amounts to the Developer that are to be refunded to the Purchasers by AIPL. However, in any case the obligation of the AIPL to refund the amount of the cancellation shall not exceed the amount of receipt on such cancellation and the Developer shall be liable to make the payment of penalty/interest, if any on such cancellation.

7. ROLES AND RESPONSIBILITIES OF THE DEVELOPERS

7.1. The Developer shall be solely responsible for planning, conceptualizing, designing, developing and construction of the Project.

Assotech Infrastructure Private Limited  Authorised Signatory	Northwind Estates Private Limited  Director
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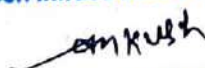
Director

Authorized Signatory

- 7.2. The Developer shall be solely responsible for the Marketing, launch and Sale of the Project by utilizing the entire Project FAR as per the Applicable Laws.
- 7.3. The Developer shall be responsible for taking all decisions including operational decisions in relation to all aspects of the development of the Project including but not limited to contracting, design, costing accounts etc.
- 7.4. The Developer shall be exclusively responsible for selecting the set of brokers and deploy other personnel for the purpose of Marketing and to manage the site sales, salaries.
- 7.5. The Developer shall be responsible for carrying out construction, development, Marketing and sale of the Project in accordance with the building by-laws, sanctioned building plan and other Applicable Laws.
- 7.6. The Developer shall be responsible for signing executing all correspondences, letters, contracts, agreements, authorizations etc. related to the Project either itself or through its constituted attorneys or any other authorised signatory.
- 7.7. The Developer shall endeavour to procure registration of the Project under RERA from the date wherein all the Approvals for construction and development of the project including the environment clearance has been procured and make such filing etc. under RERA related to the Project as may be required from time to time. It is hereinafter agreed between the Parties that this timeline shall be subject to Force Majeure.

8. ROLES AND RESPONSIBILITIES OF AIPL

- 8.1. In the event, an amount payable towards lease rent and Land Cost are increased/ decreased at any time, then AIPL shall be responsible for paying the same at actuals. In case any such amount is paid by the Developer, the same shall be reimbursed by AIPL to the Developer. It shall be the endeavour of the Developer to include the same as reimbursable from the Purchaser as pass through charges to AIPL.
- 8.2. AIPL shall upon the execution of this Agreement be responsible for providing vacant possession of the Project Plot to the Developer.
- 8.3. AIPL shall be responsible for promptly executing necessary deeds, letters, documents and writings as may be required by Developer to carry out the above-mentioned acts.

Assotech Infrastructure Private Limited  Authorized Signatory	Northwind Estates Private Limited  Director
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- 8.4. AIPL shall be responsible for providing all documents/information/undertakings and support to the Developer as may be required for the registration of the Project under RERA, procuring approvals with GNIDA.
- 8.5. AIPL shall be responsible for providing the Developer notice of any claim, Litigation, proceeding, investigation in connection with the Project Plot of which AIPL becomes aware. In the event of AIPL receive any communication, correspondence, notice, demand etc. of any nature whatsoever from any Governmental Authority and / or any third party, that may directly or indirectly be related to the Project Plot or the Project, it shall within 10 (Ten) Business Days of receipt of the said communication, correspondence, notice, demand, share it with the Developer.
- 8.6. AIPL shall be liable and responsible, at its own costs and expense, to (i) settle all disputes, claims, demands, suits, complaints, litigation, etc. which may be raised, filed or created in relation to or which can lead to an adverse impact on the title of the Project Plot (ii) rectify any incidents or event of revocation, termination or defect in the Approvals due to any defect/impediment in respect of title of AIPL on the Project Plot, (iii) rectify any default by AIPL of any term/conditions of this Agreement or breach of any representation, warrant or roles and responsibilities of AIPL under this Agreement. AIPL shall undertake such rectifications or settlements, as the case may be, in a manner that the development, construction or sale of the Project on the Project Plot or any part thereof by the Developer is not be interrupted, obstructed, hampered or delayed in any manner.

9. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

9.1. Representations and Warranties of the Developer:

- 9.1.1. It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including power of attorney, and consents. Contemplated hereunder or pursuant hereto (the "Other Documents").
- 9.1.2. The execution, delivery and performance of this Agreement and/or Other Documents and the consummation of the transaction contemplated hereunder or under the Other Documents has been duly authorised by all necessary corporate other action of the Party and same does not: (i) conflict with or result in any material breach or violation of any of the terms and conditions of. or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgement or decree against, or binding upon it or upon its respective securities, properties or businesses.
- 9.1.3. The Developer represents and warrants that in an event, the Developer fails to fulfil its roles and responsibilities under this Agreement, it shall be liable to pay compensation/penalty payable to third parties including the Purchasers

Assotech Infrastructure Private Limited  Authorised Signatory	Northwind Estates Private Limited  Director
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Director

Authorized Signatory

in the Projects as applicable without any liability on the AIPL. Developer agrees to pay AIPL 35% of the projected net revenue based on minimum basic price, provided AIPL has taken care of all the responsibilities as per this agreement.

- 9.1.4. The Developer represents and warrants that any penalty or implication or consequence arising out of the non-compliance of the provisions of RERA by the Developer in respect of the Project shall be borne and met by the Developer alone.
- 9.1.5. The Developer represents and warrants that they shall settle all disputes which shall include disputes with its Purchasers, contractors, vendors, suppliers, marketing, advertising, PR, material, legal and statutory at its own cost and expense.

9.2. Representations and Warranties of AIPL:

- 9.2.1. It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including power of attorney, and consents. Contemplated hereunder or pursuant hereto (the "Other Documents").
- 9.2.2. The execution, delivery and performance of this Agreement and/or Other Documents and the consummation of the transaction contemplated hereunder or under the Other Documents has been duly authorised by all necessary corporate other action of the Party and same does not: (i) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgement or decree against, or binding upon it or upon its respective securities, properties or businesses.
- 9.2.3. AIPL represents and warrants that it possesses clean title of the Project Land and is sufficiently entitled to transfer the development rights in the Project Land to the Developer under this Agreement.
- 9.2.4. AIPL represents and warrants that there is no easement, impediment, prohibition, restriction or negative covenant running with the Project Plot, whereby AIPL are in any manner restrained, prohibited or prevented from granting the Development Rights in favour of the Developer;
- 9.2.5. The execution and performance of this Agreement shall not violate, conflict with or result in a breach of or default under Applicable laws, any of terms and conditions for allotment/lease of the Project Plot in favour of AIPL or

Assotech Infrastructure Private Limited <i>Ankush</i> Authorised Signatory	Northwind Estates Private Limited <i>Ajansh</i> Director
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Director

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any of the constitutional documents of AIPL. Development of the Project is permitted in the Project Plot;

- 9.2.6. All litigation or proceedings in any court or tribunal or arbitration or revenue proceedings or quasi-judicial proceedings on the Project Plot only shall be the sole responsibility of AIPL;
- 9.2.7. There is no income tax liability of AIPL that may in any manner have an adverse impact on title of AIPL to the Project Plot;
- 9.2.8. The Project FAR is permitted to on the Project Plot.
- 9.2.9. AIPL represents that AIPL has created an interest in the Project Plot and the Project FAR under this Agreement in favour of the Developer.
- 9.2.10. AIPL represents and warrants that in event of bankruptcy, liquidation, and/or winding up proceedings or event leading to the same for AIPL the rights and entitlements of AIPL shall be restricted to the residuary rights of AIPL in the Project Plot / the Project after taking into account the rights, entitlements and interest of the Developer in the Project Plot / the Project under this Agreement.
- 9.2.11. AIPL represents and warrants that the rights and entitlements of the Developer under this Agreement including the interest created in the Project Plot in favour of the Developer by virtue of this Agreement shall not be affected in any manner in case of any bankruptcy, liquidation, and/ or winding up proceedings relating to AIPL or event leading to the same.
- 9.2.12. AIPL represents and warrants that in an event AIPL fails or defaults with respect to the representation given under 9.2.3 regarding title of the Project Plot under this Agreement, it shall be liable to pay compensation/penalty payable to third parties including the Purchasers in the Project, as applicable without any liability on the Developer.
- 9.2.13. AIPL represents and warrants that any penalty or implication or consequence due to non-compliance of the provisions of RERA on account of title of AIPL to the Project Plot, shall be borne and met by AIPL alone.
- 9.2.14. AIPL represents and warrants to resolve all dispute, arising with regard to the title of the Project Plot and to indemnify the Developer against all cost, expenses, losses which may arise or incur due to defect in the title of the said Project Plot.

Assotech Infrastructure Private Limited <i>Ankush</i> Authorised Signatory	Northwind Estates Private Limited <i>Ajays</i> Director
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9.2.15. AIPL represents and warrants that it has created an interest in the Project Plot and the Project FAR under this Agreement in favour of the Developer.

9.2.16. AIPL represents and warrants that any time after the Effective Date, it shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Development Rights, the Project Plot or the Project.

10. INDEMNITY

10.1. Without prejudice to the rights of the Developer under any other provision of this Agreement or any other remedy available to the Developer under law or equity, AIPL shall indemnify, keep indemnified, defend and hold harmless the Developer, its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages suffered arising out of or which may arise in connection with any breach of the terms and conditions, roles and responsibilities, or representations and warranties of AIPL under this Agreement and / or any incorrect representation / warranties made by AIPL under this Agreement.

10.2. Without prejudice to the rights of AIPL under any other provision of this Agreement or any other remedy available to AIPL under law or equity the Developer shall indemnify, keep indemnified, defend and hold harmless AIPL, its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with any breach of the terms and conditions, roles and responsibilities or representations and warranties of the Developer under this Agreement and / or any-incorrect representation / warranties made by Developer under this Agreement.

11. JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION

11.1. This Agreement shall be governed by, and construed in accordance with the laws of India.

11.2. This Agreement shall be binding upon the Parties and be Governed by and construed in accordance with the laws of India and courts at New Delhi shall have exclusive jurisdiction in respect of all matters concerned to or arising out of this agreement.

11.3. In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to first resolve such dispute or claim through discussions between managers or representatives of the disputing Parties.

Assotech Infrastructure Private Limited <i>Ankush</i> Authorised Signatory	Northwind Estates Private Limited <i>Ajay</i> Director
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11.4. If the dispute is not resolved by one disputing Party has requested the arbitration through arbitration in force on

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Northwing Estate Private Limited

Director

Northwing Estate Private Limited

Authorized Signatory

- 11.4. If the dispute is not resolved through such discussions within 30 (thirty) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.
- 11.5. The seat and venue of arbitration shall be New Delhi and the language of the arbitration proceedings shall be English.
- 11.6. The arbitral tribunal shall consist of 3 (three) arbitrators, wherein one arbitrator shall be appointed by AIPL and one arbitrator shall be appointed by the Developer and each arbitrator so appointed shall appoint the third arbitrator who shall preside over the arbitral tribunal.
- 11.7. Each disputing Party shall co-operate in good faith to the conduct of any arbitral proceedings commenced under this Agreement.
- 11.8. The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal.
- 11.9. While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute. Without prejudice to the final determination of the dispute.
- 11.10. Any decision of the arbitral tribunal shall be final and binding on the Parties.

12. NOTICE

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by personal delivery or by sending the same by courier or by email or by fax addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Clause and shall be deemed to be effective in the ease of personal delivery or delivery by courier at the time of delivery:

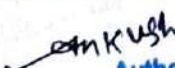
a) If to AIPL

Address: 407-408, Roots Tower 7, Laxmi Nagar District Centre, Delhi, India, 110092

Attn: The Director

E-mail: assotechinfrastructure@gmail.com

b) If to the developer:

Assotech Infrastructure Private Limited  Authorised Signatory	Northwind Estates Private Limited  Director
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प्राप्तिका (प्राप्तिका) - १०/०५/२०२०

१०/०५/२०

१०/०५/२०

Address: E-93, Site-4 Kasna Ind, Area, Greater Noida, I.A. Surajpur, Gautam Buddha Nagar, Dadri, Uttar Pradesh, India, 201306

Attn: The Director

E-mail: sayuktvillas.developers@gmail.com

13. CONFIDENTIALITY

- 13.1. This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement shall be confidential to them and shall not be disclosed to any third party. Parties shall hold in strictest confidence and shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on a need-to-know basis, solely to employees, agents, advisors, consultants and authorized representatives of a Party or its Affiliate, who have been advised of their obligation with respect to the confidential information. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Parties and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:
- 13.1.1. is disclosed with the prior written consent of the Party who supplied the information; is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
 - 13.1.2. is required to be by a Party or its Affiliate pursuant to Applicable Laws or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the Government or any regulatory authority by such Party or its affiliate;
 - 13.1.3. any third party can ascertain independently on account of this Agreement registered with the sub registrar of assurances or being filed with any Governmental Authority;
 - 13.1.4. the Parties may have to disclose to any of their shareholders, investors, Affiliates, Consultants, Advisors, bankers etc. or file the same as prescribed under the Applicable Laws, including but not limited to the listing regulations of Stock Exchange Board of India;
 - 13.1.5. is required to disclose pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior

Assotech Infrastructure Private Limited <i>Ankush</i> Authorised Signatory	Northwind Estates Private Limited <i>Ajans</i> Director
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उत्तर प्रदेश शिक्षा विभाग

Director

Authorized Signatory

SCHEDULE - IA

**[Plot No. 07 situated in sector Pi-1 in Greater Noida District Gautam Budh Nagar
contained by measurement of 18141.70 Square Meter, by the same, a little more or less.
Said plot is more clearly -delineated and shown in attached plan.]**

Assotech Infrastructure Private Limited

Amkush

Authorised Signatory

Northwind Estates Private Limited

Agans

Director



Northward Estate Private Limited

Director

Authorized Signatory

This Agreement shall ensure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

14.6. Further Acts

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavours to obtain such approvals.

14.7. Authorization

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and this Agreement on behalf of the Parties for whom they are signing.

14.8. Conflict

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Project Plot or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Laws.

14.9. Tax Liabilities

The Parties shall be responsible to bear their respective liabilities for income tax as may be applicable and levied on their shares and entitlements under this Agreement.

All GST / Taxes/ levy shall be the sole responsibility of developer solely. TDS if applicable shall be dealt in terms of Income tax act 1961.

14.10. Stamp Duty and Registration

The stamp duty and registration fee, if any, applicable on this Agreement shall be borne and paid by the Developer solely.

Assotech Infrastructure Private Limited <i>Amkush</i> Authorised Signatory	Northwind Estates Private Limited <i>Agarwal</i> Director
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notice to the other
result of breach of

GENERAL

14.

14.1.



Uttar Pradesh Private Limited

Director

Uttar Pradesh Private Limited

Authorized Signatory

notice to the other Party; or is generally and publicly available. Other than as a result of breach of confidentiality by the person receiving the information.

14. GENERAL

14.1. No Partnership

Notwithstanding anything stated herein, nothing contained in this Agreement shall constitute or deemed to constitute an agency or partnership or of persons for and on behalf of any other Party. This Agreement is executed on principal-to-principal basis and Parties under this Agreement shall bound for their distinct responsibilities, rights, liabilities and obligations.

14.2. Variation

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party. At any time, subsequent to the execution of this Agreement, if there is any change in Applicable Laws including enforcement of the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA"), then the Parties shall amend this Agreement to the extent reasonably required to make this Agreement in line and to reflect the commercial and legal understanding as envisaged in this Agreement;

14.3. Assignment

Parties to this Agreement shall not be entitled to transfer or assign their rights, entitlements and obligations under this Agreement without obtaining the written consent from the other Party, except where such transfer or assignment is to a group company and except where specifically agreed in this Agreement. It is further agreed by the Developer that it shall not enter into scheme of merger/de-merger/amalgamation/arrangement/management control which give right to any third party to take control over the Developer without permission of the AIPL except with a group company of the Developer where no such permission shall be required. In case of transfer or assignment to a group company or merger/de-merger/amalgamation/arrangement with a group Company, the Developer shall provide a written intimation to AIPL.

14.4. Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

14.5. Successors and Assigns

Assotech Infrastructure Private Limited  Authorised Signatory	Northwind Estates Private Limited  Director
---	--



Director, Sahasra Shiksha Yojana, District Office, Gautam Buddha Nagar

Director

Authorized Signatory

Authorized Signatory

		PLOT NO.-07	
		AREA=18141.70 SQM.	
SIGN POSSESSION TAKEN OVER ALLOTTEE		SIGN POSSESSION HANDED OVER A.M.:[GR.NOIDA]	
LEASE PLAN FOR PLOT-07, ALISTONIA ESTATE IN SECTOR PI GREATER. NOIDA.			
		ASSTT MGR 12-7-06	MANAGER 12/7/06
		SR.MGR	DRAUGHTSMAN

Assotech Infrastructure Private Limited Authorised Signatory	Northwind Estates Private Limited Director
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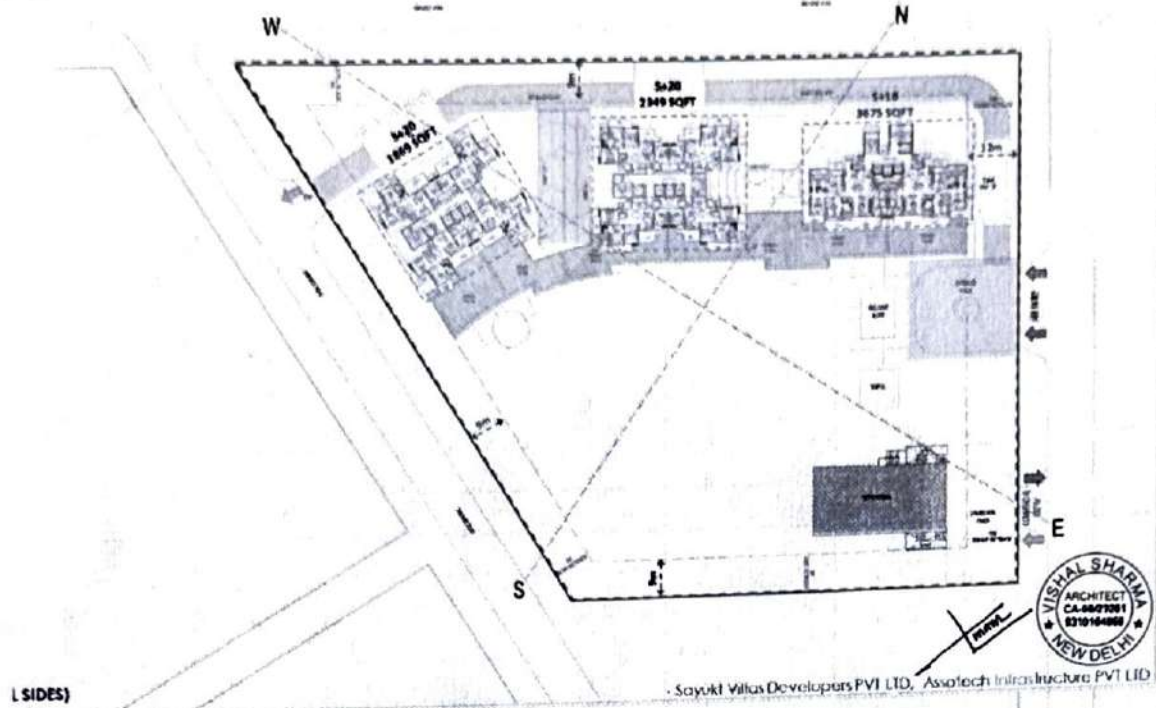


Northway Estates Private Limited
Director

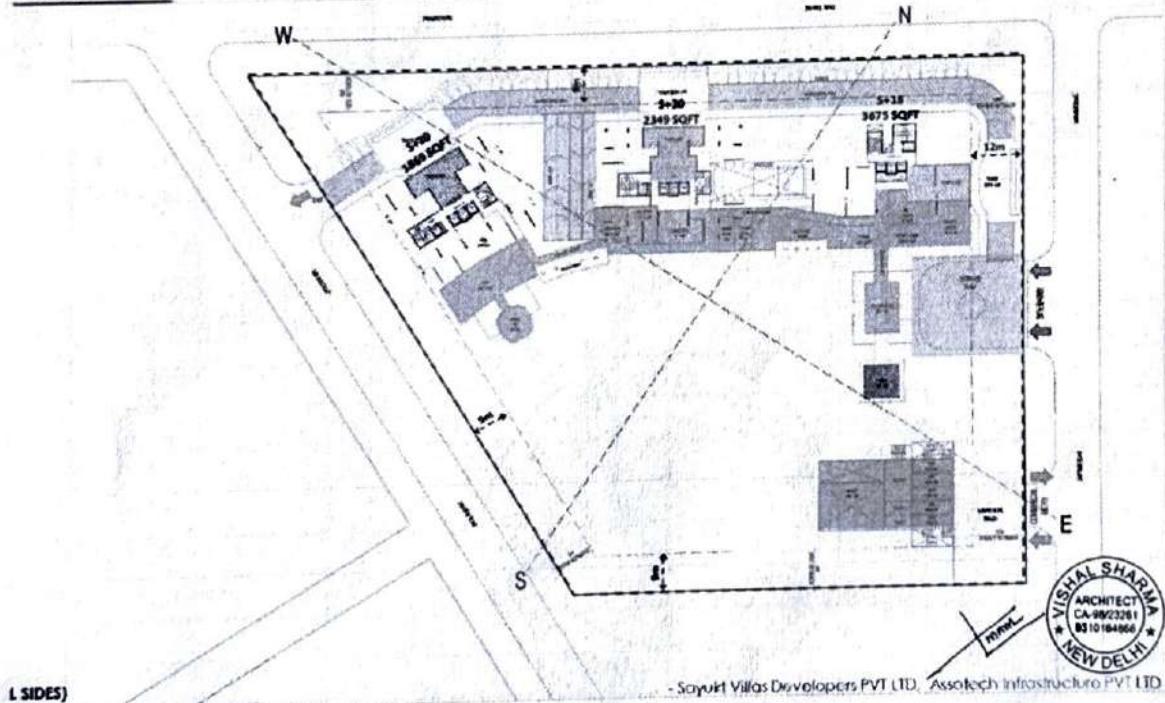
Northway Infrastructure Private Limited
Director

SCHEDULE- I [Master Plan, Layout Plan]

TYPICAL PLAN



CLUB LVL PLAN



Assotech Infrastructure Private Limited

Sanjiv
Authorised Signatory

Northwind Estates Private Limited

Agarwal
Director

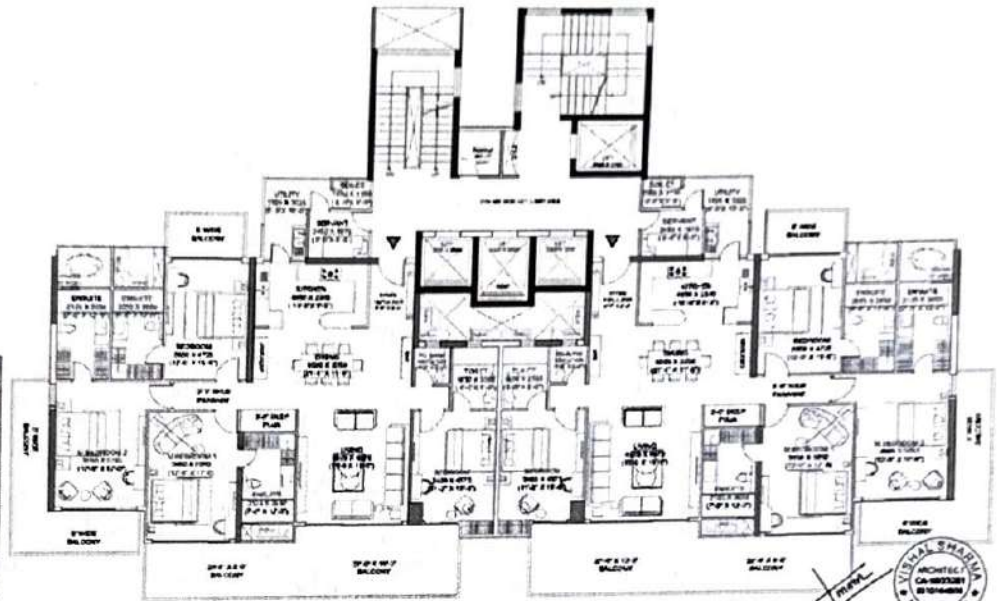


Northward Estate Private Limited
[Signature]
Director

Northward Estate Private Limited
[Signature]
Authorized Signatory

Unit Plan | Tower A - 3675 sq.ft Cluster Plan

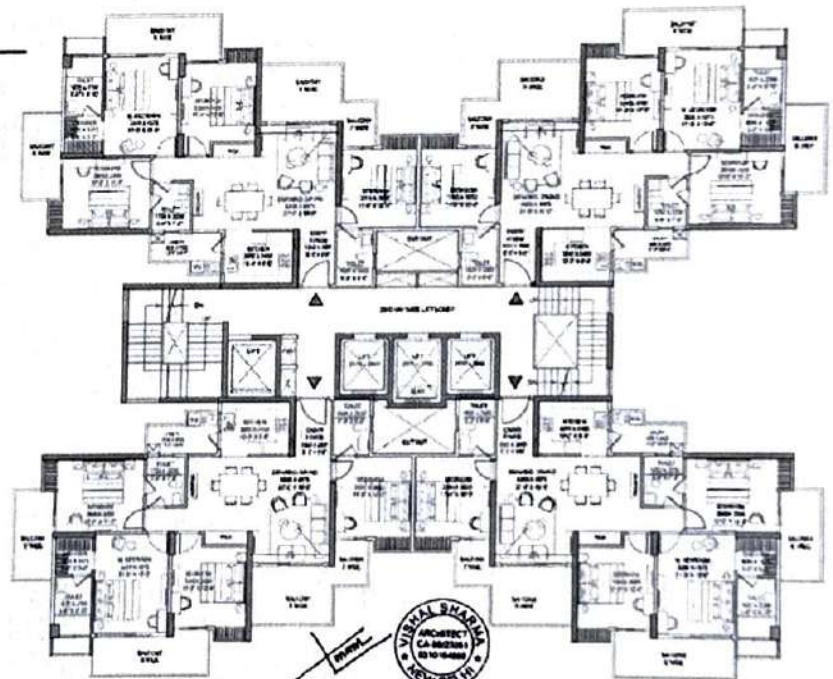
REMARKS: UTILITY - STAFF - 3675 SQ.FT.	
UNIT F.A.R. AREA	3675
BUILDING F.A.R. AREA	3675
TOTAL UNIT F.A.R. AREA	3675
CIRCULATION F.A.R. AREA (WITH STAIRCASE & LIFT LOBBY)	21.80
TOTAL F.A.R. AREA (WITH STAIRCASE & LIFT LOBBY)	3696.80
ENCLOSURE AREA (WITH STAIRCASE & LIFT LOBBY)	46.43
BALCONY AREA (WITH STAIRCASE & LIFT LOBBY)	47.43
CORRIDOR AREA (WITH STAIRCASE & LIFT LOBBY)	0.79
STAFF WING (WITH STAIRCASE & LIFT LOBBY)	0.20
SERVICE AREA (WITH STAIRCASE & LIFT LOBBY)	0.20
TOTAL BALCONY AREA (WITH STAIRCASE & LIFT LOBBY)	98.05
UNIT BUILD UP AREA (WITH STAIRCASE & LIFT LOBBY)	3696.80
BUILD UP AREA WITH CIRCULATION BUILD UP AREA	3696.80
SALEABLE AREA ON UNIT BUILD UP AREA	3696.80
SALEABLE AREA ON UNIT BUILD UP AREA	3696.80
CARPET AREA	118.43
CARPET AREA TO SALEABLE	0.79
SERVICE AREA IN CORE	36.75
SERVICE AREA IN UNIT	0.20
TOTAL SERVICE AREA PER FLOOR	37.95



- Soyukt Vilas Developers PVT LTD, Assotech Infrastructure PVT LTD

Unit Plan | Tower B - 2349 sq.ft Cluster Plan

REMARKS: UTILITY - STAFF - 2349 SQ.FT.	
UNIT F.A.R. AREA	2349
BUILDING F.A.R. AREA	2349
TOTAL UNIT F.A.R. AREA	2349
CIRCULATION F.A.R. AREA (WITH STAIRCASE & LIFT LOBBY)	14.67
TOTAL F.A.R. AREA (WITH STAIRCASE & LIFT LOBBY)	2363.67
ENCLOSURE AREA (WITH STAIRCASE & LIFT LOBBY)	26.81
BALCONY AREA (WITH STAIRCASE & LIFT LOBBY)	29.53
CORRIDOR AREA (WITH STAIRCASE & LIFT LOBBY)	2.22
STAFF WING (WITH STAIRCASE & LIFT LOBBY)	0.20
SERVICE AREA (WITH STAIRCASE & LIFT LOBBY)	0.20
TOTAL BALCONY AREA (WITH STAIRCASE & LIFT LOBBY)	30.75
UNIT BUILD UP AREA (WITH STAIRCASE & LIFT LOBBY)	2363.67
BUILD UP AREA WITH CIRCULATION BUILD UP AREA	2363.67
SALEABLE AREA ON UNIT BUILD UP AREA	2363.67
SALEABLE AREA ON UNIT BUILD UP AREA	2363.67
CARPET AREA	118.43
CARPET AREA TO SALEABLE	0.79
SERVICE AREA IN CORE	23.49
SERVICE AREA IN UNIT	0.20
TOTAL SERVICE AREA PER FLOOR	24.69



- Soyukt Vilas Developers PVT LTD, Assotech Infrastructure PVT LTD

Assotech Infrastructure Private Limited

Sanjiv Kish
Authorised Signatory

Northwind Estates Private Limited

Ajans
Director



Director

Sub Registrar

Unit Plan | Tower C - 1869 sq.ft Cluster Plan

SINK+ST = UTILITY: 1869 SQ.FT.		S.Q.M.	SQ.FT.
UNIT F.A.R. AREA	(A1)	99.90	1060
BALCONY F.A.R. AREA	(A2)	2.08	23
TOTAL UNIT F.A.R. AREA (A1+A2)	(A)	101.98	1083
CIRCULATION F.A.R. AREA (WITHOUT FIRE STAIRCASE LIFT LOBBY, LIFT WELL, ELEC. & P.M.C.)	(B)	12.08	130
TOTAL F.A.R. AREA (A+B)	(C)	114.06	1213
CIRCULATION AREA (WITH FIRE STAIRCASE & LIFT LOBBY, LIFT WELL, ELEC. & P.M.C.)	(D)	26.06	281
BALCONY (NON F.A.R. AREA)	(E)	24.86	268
CURBOARD AREA (15%)	(F)	1.59	17
DRY WINDOW (15%)	(G)	0.00	0
SERVICE SHAFT IN UNIT (15%)	(H)	0.00	0
TOTAL BALCONY AREA (A1+A2)	(I)	25.18	273
UNIT BUILT-UP AREA (A1+A2+E+H+I)	(J)	133.76	1440
BUILT-UP AREA WITH CIRCULATION BUILT-UP AREA (D+J)	(K)	159.82	1720
SALEABLE AREA ON UNIT BUILT-UP (K/1.25)	(L)	127.86	1380
SALEABLE AREA ON UNIT F.A.R. (A/1.50)	(M)	173.60	1869
CARPET AREA	(N)	98.29	1059
CARPET AREA TO SALEABLE	(O)		97%
SERVICE AREA IN CORE	(P)	55.92	602
SERVICE AREA IN UNITS	(Q)	1.59	17
TOTAL SERVICE AREA PER FLOOR	(R)	57.51	619



Soorya Villas Developers PVT LTD. Assotech Infrastructure PVT LTD.

Assotech Infrastructure Private Limited

Amkush
Authorised Signatory

Northwind Estates Private Limited

Agarwal
Director

IN WITNESS
year first

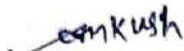


Northbrook Eastern Private Limited

Northbrook Eastern Private Limited

IN WITNESS WHEREOF, the Parties have entered into this agreement the day and year first above written

Assotech Infrastructure Private Limited

Ankush

Authorised Signatory

First Party

Northwind Estates Private Limited

Ajay

Director

Second Party

Witness 1


Rahul Mavi S/o Shri Surender Kumar
R/o C-409, Street No-2, Chajjupur,
Shahdara, Delhi-110032
(Aadhaar No.-XXXXXXXXX5478)
& (Mobile No. 9953544605)

Witness 2.

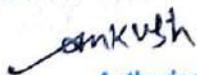

Sanjay S/o Shri Santosh
R/o H-168/4, Sector-Gamma-II,
Greater Noida, Distt. G.B.Nagar, U.P.

DRAFTED BY MUKESH KUMAR SHARMA, ADVOCATE, DISTT-G.B.NAGAR

Mukesh Kumar Sharma
Advocate

B.Com, LLB
GR. NOIDA, G.B. NAGAR

Assotech Infrastructure Private Limited

Ankush

Authorised Signatory

Northwind Estates Private Limited

Ajay

Director



Northland Estates Private Limited

Northland Estates Private Limited

Director

Authorized Signatory

आवेदन सं०: 202500743032289

इही संख्या 1 जिल्द संख्या 46883 के पृष्ठ 235 से 264 तक क्रमांक 12569 पर दिनांक 15/04/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

के० के० शर्मा, प्रभारी
उप निबंधक : सदर ग्रेटर नोएडा
गौतम बुद्ध नगर
15/04/2025



Northland Estates Private Limited

Northland Estates Private Limited

Director

Authorized Signatory