

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 13/01/2025

Certificate No. G0M2025A1396



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 126506592



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Amit Yadav

H.No/Floor : Amityadav

Sector/Ward : -

LandMark : Pawala khusrupur

City/Village : Jahajgarh

District : Gurugram

State : Haryana

Phone: 95*****12

Others : Savitri devi, neeraj yadav, manish kumar, vinod yadav,
parmod yadav



Buyer / Second Party Detail

Name : Bnb builders private limited

H.No/Floor : 136p

Sector/Ward : 44

LandMark : Rider house 5th floor

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 85*****48

Purpose : For the execution of Addendum to the Joint Development Agreement



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

SUPPLEMENTAL CUM ADDENDUM AGREEMENT

This Supplemental Cum Addendum Agreement (“**Second Addendum**”) to the Collaboration Agreements dated 27.09.2019 registered as document no. 7273, read with Addendum Agreement dated 02.09.2021 registered as document no. 4089, is made on this the 24th day of April 2025 at Gurugram.

AMONGST

1. **SAVITRI DEVI** (AADHAAR No.- 966038579482) w/o Late Shri Sahib Singh, resident of Village Jahajgarh, Pawala Khusrupur, Gurugram Haryana – 122 006 (hereinafter referred to as the “**Owner-1**”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include her legal heirs, successors, executors and permitted assigns);
2. **NEERAJ YADAV** (AADHAAR No.- 430086251409) s/o Late Shri Sahib Singh,

Savitri Devi 	Neeraj Yadav 	Manish Kumar 	Pankaj Yadav
Vinod Yadav 	Parmod Yadav 	Amit Yadav 	

प्रलेख नं:1094

दिनांक:24-04-2025

डीड संबंधी विवरण

डीड का नाम TARTIMA
तहसील/सब-तहसील कादीपुर
गांव/शहर सेक्टर

धन संबंधी विवरण

राशि 1 रुपये स्टाम्प ड्यूटी की राशि 3 रुपये
स्टाम्प नं : G0M2025A1396 स्टाम्प की राशि 101 रुपये
रजिस्ट्रेशन फीस की राशि 100 रुपये EChallan:131366852 पेस्टिंग शुल्क 3 रुपये

Drafted By: CP BHATEJA ADV

Service Charge:200

यह प्रलेख आज दिनांक 24-04-2025 दिन गुरुवार समय 1:14:00 PM बजे श्री/श्रीमती /कुमारी

SAVITRI DEVI पत्नी SAHIB SINGH NEERAJ YADAV पुत्र SAHIB SINGH MANISH KUMAR पुत्र SAHIB KUMAR SINGH PANKAJ YADAV पुत्र SAHIB SINGH VINOD YADAV पुत्र RAJINDER KUMAR PARMOD YADAV पुत्र RAJINDER KUMAR AMIT YADAV पुत्र RAJINDER KUMAR निवास GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

Ami Yadav *Pankaj Yadav* *Manish Kumar* सावित्री
उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

हस्ताक्षर प्रस्तुतकर्ता

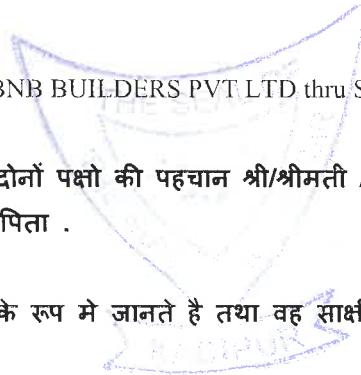
SAVITRI DEVI NEERAJ YADAV MANISH KUMAR PANKAJ YADAV VINOD YADAV PARMOD YADAV AMIT YADAV

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी BNB BUILDERS PVT LTD thru SANJEEV KUMAR OTHER हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी MANOJ KUMAR ADV पिता . निवासी GGM व श्री/श्रीमती /कुमारी SURENDER पिता .

निवासी: GGM ने की ।

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



JK


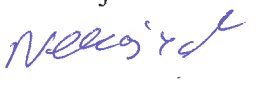

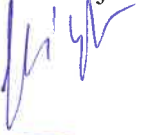




resident of Village Jahajgarh, Pawala Khusrupur, Gurugram Haryana – 122 006 - (hereinafter referred to as the “**Owner-2**”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, successors, executors and permitted assigns);

3. **MANISH KUMAR** (AADHAAR No.- 977875185231) s/o Late Shri Sahib Singh, resident of Village Jahajgarh, Pawala Khusrupur, Gurugram Haryana – 122 006 (hereinafter referred to as the “**Owner-3**”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, successors, executors and permitted assigns);
4. **PANKAJ YADAV** (AADHAAR No- 301469094804) s/o Late Shri Sahib Singh, resident of Village Jahajgarh, Pawala Khusrupur, Gurugram Haryana – 122 006 (hereinafter referred to as the “**Owner-4**”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, successors, executors and permitted assigns);
5. **VINOD YADAV** (AADHAAR No- 532369059142) s/o Late Shri Rajinder Kumar, resident of Village Jahajgarh, Pawala Khusrupur, Gurugram Haryana – 122 006 (hereinafter referred to as the “**Owner-5**”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, successors, executors and permitted assigns);
6. **PARMOD YADAV** (AADHAAR No. – 415018217263) s/o Late Shri Rajinder Kumar, resident of Village Jahajgarh, Pawala Khusrupur, Gurugram Haryana – 122 006 (hereinafter referred to as the “**Owner-6**”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, successors, executors and permitted assigns);
7. **AMIT YADAV** (AADHAAR No. – 786508612808) s/o Late Shri Rajinder Kumar, resident of Village Jahajgarh, Pawala Khusrupur, Gurugram Haryana – 122 006 (hereinafter referred to as the “**Owner-7**”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, successors, executors and permitted assigns);

(The **Owner-1 to Owner-7**, are hereinafter collectively referred to as the “**Landowners**”),

AND

8. **BNB BUILDERS PRIVATE LIMITED** (CIN: U45209DL2019PTC348791), a company incorporated in India and validly existing under the Companies Act, 2013,

Savitri Devi 	Neeraj Yadav 	Manish Kumar 	Pankaj Yadav 
Vinod Yadav 	Parmod Yadav 	Amit Yadav 	

Reg. No.

Reg. Year

Book No.

1094

2025-2026

1



पेशकर्ता



दावेदार



गवाह



Pankaj Kumar
Manish Kumar
Neeraj Yadav
Vinod Yadav
Amit Yadav
Parmod Yadav
सावित्री

Surender

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- SAVITRI DEVI NEERAJ YADAV MANISH KUMAR PANKAJ YADAV VINOD YADAV PARMOD YADAV AMIT YADAV

दावेदार :- thru SANJEEV KUMAR OTHERBNB BUILDERS PVT LTD

गवाह 1 :- MANOJ KUMAR ADV

Sanjeev

गवाह 2 :- SURENDER

Surender

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1094 आज दिनांक 24-04-2025 को बही नं 1 जिल्द नं 308 के पृष्ठ नं 190.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2832 के पृष्ठ संख्या 100 से 103 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 24-04-2025



Surender
उप/सयुक्त पंजीयन अधिकारी कादीपुर

and having its office at Plot no.136-P, 5th Floor, Rider House, Sector-44, Gurugram, Haryana, acting through its authorized signatory Mr. Sanjeev Kumar, who has been duly authorized and empowered to execute this Agreement vide board resolution dated 27.11.2024 (hereinafter referred to as the “**Developer**” which expression shall, unless repugnant or opposed to the meaning or context thereof, be deemed to include its successors, representatives and assigns)

(The **Landowners** and **Developer** are hereinafter sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”).

WHEREAS:

1. The owners of the land parcels admeasuring 16 Kanal 05 Marla (2.03125 acres) comprised in Rectangle no. 9, Killa no. 2/2min (1-0), 3/1/1(2-2), 3/2/2(4-6), 4/1(5-19) and 7/2/1(2-18), situated in Village Pawala Khusrupur, Sector 106, Sub-Tehsil Kadipur, District Gurugram, Haryana (“**Said Lands**”), had executed the Collaboration Agreements dated 27.09.2019 registered as document no. 7273 (“**Collaboration Agreement**”), read with Addendum Agreement registered on 02.09.2021 as document no. 4089 (“**First Addendum**”) and general power of attorney dated 27.09.2019 registered as document no. 45 (“**Existing GPOA**”) in favour of the Developer (hereinafter collectively referred to as the “**Collaboration Agreements**”), in terms of which the entire development rights of the Said Lands have been vested in favour of the Developer. Details of the Said Lands are more specifically set out under the First Addendum.
2. In furtherance to the said Collaboration Agreements, the Company/Developer has obtained a license no. 162 of 2022 dated 06.10.2022 (“**License**”), from the Department of Town and Country Planning, Haryana (“**DTCP**”) under the Haryana Development of Regulation of Urban Areas Act, 1975 and the rules framed thereunder, and the notifications, circulars, policies, orders etc. issued by the DTCP, for the development of a commercial colony on the Said Lands (“**Project**”).
3. The Landowners represent that Sh. Sahib Singh and Sh. Rajinder Kumar being signatories to the Collaboration Agreements have deceased and Owner No. 1 to Owner No. 4 are the only surviving legal heirs of Late Sh. Sahib Singh, and Owner No. 5 to Owner No. 7 are the only surviving legal heirs of Late Sh. Rajinder Kumar and there are no other legal heirs. The ownership, rights, title and entitlements of Late Sh. Sahib Singh in Said Lands have devolved unto his legal heirs namely Savitri Devi (widow), Neeraj Yadav, Manish Kumar and Pankaj Yadav (Owner No. 1 to Owner No. 4). Similarly, the ownership, rights, title and entitlements of Late Sh. Rajinder Kumar in Said Lands have devolved unto his legal heirs namely Vinod Yadav, Pramod Yadav and Amit Yadav (Owner No. 5 to Owner No. 7).

Savitri Devi सावित्री	Neeraj Yadav Neeraj Yadav	Manish Kumar Manish Kumar	Pankaj Yadav Pankaj Yadav
Vinod Yadav Vinod Yadav	Parmod Yadav Parmod Yadav	Amit Yadav Amit Yadav	

AND WHEREAS the Parties have now mutually agreed to execute this Second Addendum to supplement, amend and modify certain understanding set forth under the Collaboration Agreements.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings amongst the Parties and other good and valuable consideration, the Parties are entering into this Second Addendum as follows:

1. License –









The License for the Project has been obtained in terms of the Collaboration Agreements, and the Landowners hereby irrevocably agree and confirm that all the obligations of the Developer under the Collaboration Agreements in relation to obtaining of the license for development of the commercial project on the Said Lands stands fulfilled and the Developer shall implement, develop and drive the Project as per its own design, construction, marketing and sale policies as per the approvals obtained/ to be obtained for the Project from time to time, by the Developer. The Parties further agree that the Developer shall complete the construction of the Project within 60 (Sixty) months from the launch of the project and accordingly, for all intent and purposes Clause 3 of the Collaboration Agreements shall stand modified, changed and replaced with as under:

Clause 3 –

1.1. The Developer has been vested with irrevocable development rights in respect of the Said Lands and the entire development potential relating to the Said Lands including any future development potential emanating from the Said Lands. The Developer shall be the developer of Said Lands and shall implement, develop and drive the construction and development of the Said Lands including any additional FAR made available for development on the Said Lands.

*1.2. The Developer shall implement, develop and drive the Project as per its own design, construction, marketing and sale policies as per the approvals obtained/ to be obtained for the Project from time to time, by the Developer. Notwithstanding anything contained herein, the Landowners hereby irrevocably authorise and empower the Developer to undertake all or any of the acts, deeds and things as are specified in **Schedule-II** hereto in the name of and on behalf of the Landowners.*

1.3. The Developer shall be bound to complete the said project within a period of 60 [Sixty] months from the date of launch date of the Project. The launch date

Savitri Devi 	Neeraj Yadav 	Manish Kumar 	Pankaj Yadav 
Vinod Yadav 	Parmod Yadav 	Amit Yadav 	

of the Project shall mean the date on which all the approvals are obtained as well as the Project is registered under HRERA ("Launch Date"). The Developer shall also be entitled to extension of the aforesaid period of 60 (Sixty) months in the events as mentioned in below (modified) clause 17.

2. Possession –








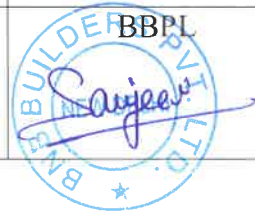
The Landowners hereby confirms to have handed over the vacant and peaceful possession of the duly fenced/ bounded Said Lands to the Developer in terms of the Collaboration Agreements. The Developer shall remain in possession and control of the Said Lands and be responsible for the construction and development on the Said Lands or any part thereof until the completion of the construction and development of the Project.

3. Landowners Area Entitlement –

The Owner-5, Owner-6 and Owner-7 i.e. Sh. Vinod Yadav (Aadhar No. 532369059142), Sh. Parmod Kumar (Aadhar No. 415018217263) and Sh. Amit Yadav (Aadhar No. 786508612808), all sons of Late Sh. Rajinder Kumar (hereinafter collectively referred to as the TDR Owners), have represented, warranted and assured the Developer that (a) they have acquired and are the absolute owners of Transferable Development Rights for a FAR of 1.09 i.e. [~8,926.61] sq. mtr. and that the same can be developed over the Said Lands, (b) they are in possession of the ownership certificates and all the relevant documents issued by the DTCP in relation to the vesting of ownership of the said TDR for a FAR of 1.09, (c) there are no impediments and/or obstructions for development of the said TDR FAR over the Said Lands and for approval of the zoning/ master plan / building plans with the said TDR FAR. All the Landowners unanimously agree and consent to the loading and development of the said TDR FAR on the Said Lands and that the distribution of the proportionate 36.50 % share in the area developed with said TDR FAR only to the said TDR Owners and accordingly, for all intent and purposes Clause 10 of the Collaboration Agreements and Clause 5 of the First Addendum shall be changed, modified and stand replaced with as under:

Clause 10 –

10.1. The Owner-5, Owner-6 and Owner-7 i.e. Sh. Vinod Yadav (Aadhar No. 532369059142), Sh. Parmod Kumar (Aadhar No. 415018217263) and Sh. Amit Yadav (Aadhar No. 786508612808), all sons of Late Sh. Rajinder Kumar ("hereinafter referred to as the TDR Owners"), have represented, warranted and assured to the Developer that (a) they have acquired and are the absolute

Savitri Devi 	Neeraj Yadav 	Manish Kumar 	Pankaj Yadav 
Vinod Yadav 	Parmod Yadav 	Amit Yadav 	



owners of the Transferable Development Rights for a FAR of 1.09 i.e. [~8,926.61] sq. mtr.. and that the same can be developed over the Said Lands, (b) they are in possession of the ownership certificates and all relevant documents issued by the DTCP in relation to the vesting of ownership of the said TDR for a FAR of 1.09, (c) there are no impediments and/or obstructions for development of the said TDR FAR over the Said Lands and for approval of the zoning/ master plan / building plans with the said TDR FAR. All the Landowners unanimously agree and consent to the loading and development of the said TDR FAR on the Said Lands and that the distribution of proportionate 36.50 % share in the area developed with said TDR FAR only to the said TDR Owners in the proportion as mentioned below.

(d) The TDR Owners shall also be additionally entitled to [36.5%] share in the saleable area in the Project developed with the TDR FAR of 1.09 i.e. [~8,926.61] sq. mtr. upon the same being approved by DTCP for development over the Said Lands, and the same shall be divided amongst the TDR Owners in the following ratio:

(i) Vinod Yadav: 20% of saleable area on account of 36.5% TDR FAR

(ii) Pramod Kumar: 20% of saleable area on account of 36.5% TDR FAR

(iii) Amit Yadav: 60% of saleable area on account of 36.5% TDR FAR

10.2. That towards the consideration for contributing their lands and TDR FAR for development and towards the consideration of the Developer incurring the expenses for developing the Said Lands and the TDR FAR, the Parties shall be entitled to the below mentioned shares in the saleable area:

(a) The Landowners shall be cumulatively entitled to [36.5%] share in the saleable area in the Project developed with the already loaded BASE FAR of 1.75, and the same shall be divided amongst all the Landowners in the same ratio as per their share of ownership in the Said Lands. The balance [63.5%] of the saleable area in Project developed with the already loaded BASE FAR of 1.75 shall be the Developer's sole entitlement. The Developer will allocate the share to each Landowner of the aforesaid built-up area individually and separately as per his/her share in the Said Lands. The first preference will be given to the Owner-5, Owner-6 and Owner-7 i.e. Sh. Vinod Yadav (Aadhar No. 532369059142), Sh. Parmod Kumar (Aadhar No. 415018217263) and Sh. Amit Yadav (Aadhar No. 786508612808), to choose their area in the aforementioned Landowners area entitlement in the base FAR, after area allocation of the Landowners area entitlement in the base FAR by the Developer.

(b) The balance 63.5% of the saleable area in Project developed with the TDR FAR of 1.09 shall be the Developer's sole entitlement.

Savitri Devi सावित्री	Neeraj Yadav Neeraj Yadav	Manish Kumar Manish Kumar	Pankaj Yadav Pankaj Yadav
Vinod Yadav Vinod Yadav	Parmod Yadav Parmod Yadav	Amit Yadav Amit Yadav	BBPL Sajeev BANK BUILDERS PRIVATE LTD. NEW DELHI

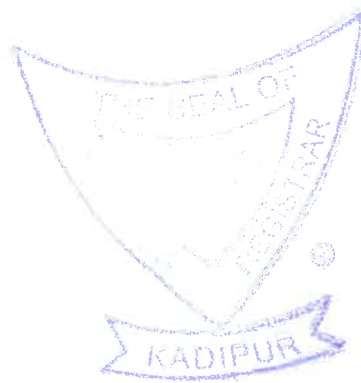
(c) It is further agreed and acknowledged by the all the Parties that, apart from the above-mentioned additional TDR as mentioned in Clause No. 10.1 i.e. FAR of ~8926.61 Sq. Mtr, the Developer is solely at the liberty to purchase and load the maximum allowed TDR as per the prevailing and any new upcoming TDR policy, at its own cost and expense and is eligible for 100% entitlement of the Additional Saleable Area which shall be developed in respect of the said TDR purchased by the Developer and the Landowners shall not have any right, title or interest in the said Additional Saleable Area.

10.3. The Landowners unconditionally agree and acknowledge that the Developer shall only be required to cumulatively allocate the Landowners Area Entitlement, and the Landowners shall be solely responsible for distribution of Landowners Area Entitlement amongst themselves without any liability on the Developer and the Project. The Developer shall not be liable for any dispute amongst the Landowners inter-se in relation to the distribution of Landowners Area Entitlement amongst the Landowners, and the Landowners shall always keep the Developer fully indemnified in this regard. It has been agreed between the Parties, that the Landowners shall register the "Landowners Area Entitlement" under RERA and take all required and necessary approvals for sale of the Landowners Area Entitlement separately from the concerned department(s) coupled with the consequent required compliances.

10.4. The Landowners agree to pay all maintenances charges (as per the rates payable by other allottees and purchasers in the Project), deposits, all other charges and payments that are paid/ collected from the allottees and purchasers of the Project, and pass-through charges plus GST in relation to the aforesaid area entitlement of the Landowners. It is clarified that any GST applicable on the Developer in respect of the transfer of development rights of the said lands shall be borne by the developer as per the applicable provision of the GST. It is also clarified that any GST applicable on the Developer in respect of the said Landowners area entitlement, basis forward charge mechanism (GST on Construction Services) shall also be borne by the Landowners. The GST shall be paid by the Landowners within 7 days of raising the invoices by the Developer.

10.5. The Landowners shall be entitled to sell/ transfer or create third party rights over the Landowners area entitlement in accordance with RERA and subject to (a) there being no monetary impact or obligation on the Developer including to advance or fund any monies for compliance of RERA towards

Savitri Devi 	Neeraj Yadav 	Manish Kumar 	Pankaj Yadav 
Vinod Yadav 	Parmod Yadav 	Amit Yadav 	



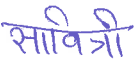



collections made from Landowners area entitlement, and (b) said sale shall always be undertaken by the Landowners at a value which is not less than the value at which the Developer is selling its similar inventory. It is clarified that the Developer shall not be required to facilitate the Landowners in any manner whatsoever for sale of any units in the Landowners area entitlement in the Project, However, apart from the Landowners, the Developer retains the sole right for the sale of the Landowners Area Entitlement on the payment of sales and marketing costs of 5% (Five Percent) Plus GST with all the applicable charges as per the prevailing law, when approached by the Landowners for the same. It is agreed by the Parties that the Landowners shall not sell their area entitlement as mentioned in above Clause 10.1 till the Developer's area entitlement are sold.

10.6. The Landowners agree and confirm that other than the allocation of the Landowners area entitlement as per Clause 10.1 above, the Developer shall not be required to incur any payments or pay any other consideration or amounts to the Landowners. The Landowners shall be solely liable for all direct and indirect taxes (including GST) in relation to the Landowners area entitlement and for bearing all liabilities for income tax, as may be applicable and levied in relation to the Landowners area entitlement.

10.7. Other than the Landowners area entitlement, the Developer shall be solely and absolutely entitled to allot, sell, transfer and convey all other saleable area in the Project in favour of any third party.

10.8. Notwithstanding anything contrary contained herein and without prejudice to the authorities granted to the Developer under the GPA, the Developer shall be solely entitled to handover the Project including the transfer of common areas and maintenance of the Project to the common organisation or association formed by the allottees of the Project as per the applicable laws. The Landowners agree and covenant to provide all cooperation to the Developer in this regard including execution of such deeds, declaration etc. as may be required by the Developer for the handover the Project including the transfer of common areas and maintenance of the Project to the common organisation or association formed by the allottees of the Project as per the applicable laws.

10.9. The Developer shall be solely entitled to open such bank accounts for the Project, with respect to the "Developer's Area Entitlement", with any scheduled commercial bank that the Developer may identify, as may be

Savitri Devi 	Neeraj Yadav 	Manish Kumar 	Pankaj Yadav 
Vinod Yadav 	Parmod Yadav 	Amit Yadav 	

required under RERA and intimate the details of such bank accounts to RERA ("**Bank Accounts**"). The Developer shall solely control the Bank Accounts and the representatives of the Developer shall be the signatories relating to the Bank Accounts with powers to deal with the Bank Accounts. The Landowners shall not have any lien or claim over the receivables collected in the Bank Accounts.

10.10. The Landowners hereby irrevocably appoint and designate Owner-7 i.e. Mr. Amit Yadav ("**Landowners Representative**") to serve as their authorised representative to deal with the Developer from time to time, with full power and authority to do anything or undertake any matter (including but not limited to making any decision, executing any agreement or document, serving any notice or other communication, granting any right, waiver or indulgence or making any election for any purpose) under or in connection with this Agreement on their behalf. Accordingly, any communication / understating received from the Landowners Representative by the Developer or made to the said Landowners Representative by the Developer, shall be binding upon all Landowners. All notices, communications and confirmations made to or made by the Landowners Representatives under this Agreement shall be deemed to have been made to and received from all of the Landowners. The Landowner Representative shall be solely liable for curing any dispute or differences amongst the Landowners (including distribution of Landowners area entitlements in the Project) in such manner that the rights and entitlements of the Developer are not impacted at any time.

10.11. Without prejudice to the aforementioned understanding, the Landowners hereby agree to execute and register all such documents and do all such acts at no additional cost or consideration, as may be required by the Developer including, to carry out the full intent and meaning of the Collaboration Agreements read with first addendum and this Second Addendum, including in relation to the obligations of the Landowners. The Landowners hereby agree and covenant not to do anything or permit any third party to do anything, directly or indirectly, which may affect, jeopardize or frustrate the objective of the Collaboration Agreements read with this Second Addendum or adversely affect the rights and interests of the Developer in the Project, in any manner whatsoever.

10.12. Without prejudice to the rights of specific performance and in addition thereto, the Landowners shall jointly and severally, indemnify, defend and hold harmless the Developer and its nominees/affiliates, successors in title and assigns to the fullest extent against any losses, claims, damages, suit, proceedings, costs, charges, expenses, compensations, duties, penalties,

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interests, demands and consequences, suffered or incurred by the Developer, by reason of from or as a result of any inter-se dispute amongst the Landowners including any dispute or differences in relation to the distribution of their respective area entitlements in the Project and/or any challenge/ impediment to the rights and entitlements of the Developer under the Collaboration Agreements read with this Second Addendum.

4. Completion of the Project –

The Parties have mutually agreed that after the receipt of all the applicable approvals, the Developer shall ensure that overall development and construction of the Project is completed within a maximum period of 60 (Sixty) months from the date of launch of the Project, and accordingly, for all intent and purposes Clause 42 of the Collaboration Agreements stands deleted and Clause 17 of the Collaboration Agreements and all contrary understanding under the Collaboration Agreements shall stand modified, changed and replaced with as under:

Clause 17 –

Notwithstanding any contrary understanding under this Agreement including Clause 42, the Parties agree that after receipt of all applicable approvals, the Developer shall endeavour that overall development and construction of the Project is completed within a maximum period of 60 (Sixty) months from the Launch Date. In case the developer fails to do so, the Landowners shall be entitled to damages and compensation on account of non-delivery of their share in the project to the extent of Rs. 10/- per Square Feet of the total saleable built-up area falling in the share of the Landowners, per month, till the actual physical delivery of possession to the Landowners. The Landowners agree and acknowledge that if the non-completion of the Project is the result of (a) any “Force Majeure” events, and/or (b) an order passed by a Court/statutory authority restraining/stopping development of the Project, (c) any reason beyond the control of the Developer; (d) and/or any of the above reasons prevents the progress/completion of construction, then the Developer shall be automatically entitled to extensions for completion of work equivalent to the period during which the construction / development of the Project was impacted due to any of the said events with an additional period of 3 months for mobilising the resources for each of such event.

5. Assignment –

The Parties agree that the Developer shall be entitled to assign its rights and obligations under the Collaboration Agreements, and this Second Addendum in favour of its group

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company/ affiliate entity with prior intimation to the Landowners. Accordingly, Clause 22 of the Collaboration Agreements shall stand replaced and superseded with the following Clause:

Clause 22 –

“Landowners shall not be entitled to assign their rights and obligations under this Agreement in favour of any third party. The Developer shall not be entitled to assign their rights and obligations under this Agreement in favour of any third party; provided however that the Developer will be permitted to freely assign its rights and obligations under this Agreement to its affiliate/ group entity, with prior intimation to the Landowners.”

6. The Parties have decided to modify Clause 24 of the Collaboration Agreements. Accordingly, Clause 24 of the Collaboration Agreements stands modified, changed and replaced with as under:

Clause 24 –

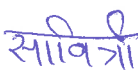


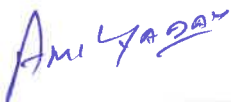
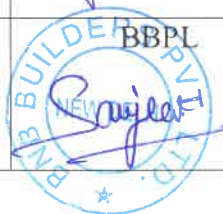
It is clarified that the Developer shall be entitled to execute and register the buyer’s agreement/sale deed/lease deed/license deed upon registration of the project on the Said Lands under HRERA and deliver physical possession of its allocation in the Building till such time the construction of the Building has been completed and the occupation certificate has been obtained from the concerned authority.

7. **Mortgage –**

The Landowners agree and acknowledge that the Developer shall be entitled to create mortgage/ charge on the Said Lands, the Developer’s entitlements in the Project including the current and future constructed area on the same and/or on its development rights for the purposes of the construction and development of the Project and ancillary purposes (“**Loan**”), and accordingly Clause 29 of the Collaboration Agreements stands replaced as under:

Clause 29 -

29.1. Notwithstanding anything contrary contained in this Agreement, the Developer shall have the right to create mortgage/ charge on the Said Lands, the Developer’s area entitlements in the Project including all the current and future constructed area on the same and/or on its development rights for the

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purposes of availing project financing for the construction and development of the Project and ancillary activities (“Loan”). It is being clarified that the Developer shall not create a charge on the Landowners area entitlement in the Project. The Developer shall keep the Landowners indemnified at all times from any liabilities towards the said Loan.

29.2. *The Developer shall, at its own cost and expenses, 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/ charge. Without prejudice to the generality of the foregoing, it is clarified that the Landowners have given their express approval under this Agreement and the GPA, to the Developer 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/charge on the Said Lands.*

29.3. *The Landowners undertake to sign, execute, and deliver all such agreements, deeds, declarations, no objection, etc., and to 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 above), forthwith on being requested by the Developer.*

8. General Power of Attorney –

The Landowners confirm and represent to the Developer that two of the owners of the Said Lands under the Collaboration Agreements i.e. Sahib Singh and Rajinder Kumar have deceased and their ownership in the Said Lands including all the other rights, title and entitlements therein have devolved unto the Landowners as mentioned in above Recital No. 3. The Landowners undertake, represent and warrant to the Developer that there are no other Class-I legal heirs of Late Shri Sahib Singh and Late Shri Rajinder Kumar. The Landowners also undertake, represent and warrant to the Developer that the provisions of Collaboration Agreements survived the death of Late Shri Sahib Singh and Late Shri Rajinder Kumar and became automatically binding on the said Class-I legal heirs of Late Shri Sahib Singh and Late Shri Rajinder Kumar and all the legal heirs and successors of the Landowners. The Collaboration Agreements is irrevocable in nature, and the present Landowners shall execute all such documents as may be required by the Developer in this regard. In furtherance to the aforementioned, the Landowners have agreed that simultaneous to the execution of this Second Addendum, the Landowners shall also execute a fresh irrevocable power of attorney in favour of the Developer in respect of the Said Lands *inter alia* to further enable the Developer in utilising all its entitlements, benefits, rights under the Collaboration Agreement, First Addendum and this Second Addendum. Accordingly, for all intent and purposes, the Clause 35 shall stand replaced in the Collaboration Agreements as under:

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Clause 35 –

- (a) *The Landowners agree and undertake that simultaneously with the execution of this Second Addendum, the Landowners shall also execute and register an irrevocable general power of attorney in favour of the Developer (“GPA”) in respect of the Said Lands inter alia to further enable the Developer in utilising all its area entitlements, benefits, rights under the Collaboration Agreements, First Addendum and this Second Addendum. An agreed draft of the GPA is attached as **Schedule-III** hereto. The Landowners agree and undertake that the Developer will be entitled to use and rely upon the GPA for the purpose of exercising its rights and entitlements under the Collaboration Agreements, First Addendum and this Second Addendum. The Developer shall be entitled to appoint one or more of its authorised representatives for the exercise of any or all of the powers and authorities under the GPA.*
- (b) *The Landowners agree and acknowledge that the GPA shall be irrevocable in nature. The Landowners acknowledge that the GPA has been granted for consideration being the benefit and consideration received / receivable by the Landowners under the Collaboration Agreements, First Addendum and this Second Addendum, the receipt and sufficiency of which is hereby acknowledged by the Landowners. It is also acknowledged by the Landowners that the GPA is consequent to an interest created in favour of the Developer in the Said Lands. In the event, the GPA is adversely impacted in any manner whatsoever, the Landowners shall immediately cure, remove, rectify the said impact in a manner that the rights and entitlements of the Developer under GPA, Collaboration Agreements, First Addendum and this Second Addendum continue to be in effect as if such adverse impact on the GPA has not occurred. The Landowners shall also immediately on being called upon by the Developer add and supplement all such powers and authorisations in the GPA as may be required by the Developer and execute and register all necessary deeds or documents in this regard.*
- (c) *The provisions of Collaboration Agreements, First Addendum and this Second Addendum and the GPA shall be binding on all the legal heirs and successors of the Landowners and similarly to the entire future line of heirs and successors on whom ownership to the Said Lands may devolve from time to time. The Landowners covenant and agree that the GPA is irrevocable in nature, and it shall survive the death / mental incapacity of the executant(s),*

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and in the event of demise of any of the executant, the authorizations granted to the Developer under the GPA shall continue as if the same have been granted by the respective legal heirs or successors of the demised/incapacitated executants. Without prejudice to the aforementioned understanding, the Landowners hereby direct and instruct their respective legal heirs and successors, to execute and register all such documents and do all such acts at no additional cost or consideration, as may be required by the Developer including, to carry out the full intent and meaning of the Collaboration Agreements, First Addendum and this Second Addendum, including in relation to the aforementioned obligations.

9. Force Majeure –

Clause 43 of the Collaboration Agreements shall stand replaced and superseded with the following Clause:

“Force Majeure” shall mean and include acts of God, fire, explosion, vandalism, storm or other similar catastrophes, or of any civil or military authority, national emergencies, insurrections, riots, wars, or strikes, lock-outs, epidemic, pandemic, order by NGT for stoppage of construction work, orders passed by Government and other authorities, courts, tribunals which suspends/stops the development of the Project (not caused by or resulting from any act of omission or commission by any Party) ; any change in law adversely affecting the development of the Project; or the occurrence of any event or unforeseen circumstance (beyond the control of either Party and not caused by or resulting from any act of omission or commission by any Party) effecting the development of the Project .

10. Legal Remedies –

Clause 61 of the Collaboration Agreements shall stand replaced and superseded with the following Clause:

Clause 61 –
“Since considerable expenditure, efforts and expertise are involved in developing the Project, it is an express condition of this Agreement that neither Party nor its nominees, legal heirs, successors, or persons claiming under the Party shall ever terminate, repudiate, cancel or back-out from this Agreement under any circumstances whatsoever. Each Party shall have all other legal remedies under the applicable laws as may be available against breach of any term or condition of this Agreement by the other Party.”

11. Notice –

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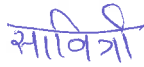









Clause 63 of the Collaboration Agreements shall stand replaced with the following Clause:

<p>Clause 63 –</p> <p>63.1 Any notice or other communication required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth herein, or at such other address as the Parties may from time to time designated in writing:</p> <p><u>For Landowners:</u> Address: Village Jahajgarh, Pawala Khusrupur, Gurugram Haryana – 122 006 Kind Attention: Mr. Amit Yadav Email: amityadav0095@gmail.com</p> <p><u>For the Developer:</u> Address: Plot no.136-P, 5th Floor, Rider House, Sector-44, Gurugram, Haryana Kind Attention: Mr. Sanjeev Kumar Email: Sanjeev.kumar@sobha.com</p> <p>63.2 Any notice or other communication shall be sent by courier or registered post with acknowledgement of receipt or by hand delivery or by e-mail. All notices referred in this Agreement or other communications shall be deemed to have been delivered (i) if sent by courier or registered mail with acknowledgement of receipt or hand delivery, then the date contained in the acknowledgement; or (ii) if sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer.</p> <p>63.3 A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Clause 63, by giving the other Parties written notice of the new address in the manner set forth above.</p>	
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12. Dispute Resolution –

Clause 64 of the Collaboration Agreements shall stand replaced with the following Clause:

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Vinod Yadav 	Parmod Yadav 	Amit Yadav 	

Clause 64 –

“All disputes, differences, claims and/or questions of whatsoever nature which may arise with respect hereof or any clauses or thing herein contained or in respect of the duties and responsibilities of either Party thereunder or as to any act or omission of any Party or as to any other matter in any way relating to Agreement or the rights, duties and liabilities of either Party under Agreement (“Dispute”) shall be settled amicably within 10 working days through consultation between the Parties. Thereafter, if the Parties have failed to reach an amicable settlement on the Disputes within the said period, then the same shall be submitted to arbitration by a sole arbitrator to be mutually appointed by the Parties and shall be conducted in accordance with the arbitration rules of the Delhi High Court International Arbitration Centre. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 for the time being in force or any statutory re-enactment thereof, as may be in force then. The seat and venue of arbitration shall be Delhi. Cost of the arbitration shall be borne equally by both the Parties”

13. Clause 66 of the Collaboration Agreements shall stand replaced with the following Clause:



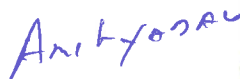
Clause 66 –

“No failure or delay by the Parties in exercising any right or remedy provided by applicable laws under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of such or any other right or remedy. The rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under the applicable laws.”

14. **Representation & Warranties –**

In addition to the other representation and warranties of the Landowners under the Collaboration Agreements and other parts of this Second Addendum, the Landowners hereby jointly as well as severally represent and warrant to the Developer as follows:

- 14.1 The information specifically set forth in this Second Addendum is true, correct, accurate and complete in all aspects.

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14.2 The Said Lands are completely free and clear of all mortgage, disputes, litigation, threatened litigation, *lis-pendens*, easement rights, acquisition, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any government or authority or of any other person or entity), acquisition, requisition, or attachment, court injunction, claims, partition, prior agreement to develop/ joint ventures, power of attorney, authorities etc empowering any third person(s) to deal with Said Lands, Project or any part thereof, for any purpose.

14.3 The Landowners have not omitted to disclose to the Developer any fact in respect of the Said Lands, and all information in relation to the transactions contemplated herein which would be relevant to the Developer for the purposes of entering into the transaction with the Landowners and consummating the said transaction, has been made available and disclosed by the Landowners and continues to be, true, complete and accurate in all respects and not misleading in any manner.

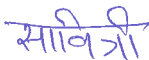




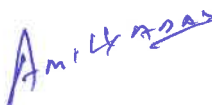

15. Other Agreed Terms –

15.1 The Parties mutually agree that the Developer shall be responsible for payment of the EDC and IDC charges payable under the License and the Developer has already made the payment towards the same. The Developer undertakes that all costs related towards the TDR Infrastructure Augmentation Charges (IAC) shall be borne by the Developer. The possession of the area entitlement of the Landowners shall be handed over by the Developer to the Landowners only after refund of other charges/ amounts that are required to be paid by the Landowners in terms of renewed Clause 10.4.

The Landowners further agree and acknowledge that the Developer shall have a lien on the Landowners area share entitlement to the extent of other charges/ amounts that are required to be paid by the Landowners. The Project shall be handed over to the Landowners only upon the Landowners having first repaid the other charges/ amounts that are required to be paid by the Landowners in terms of renewed Clause 10.4 and any other clause of this agreement.

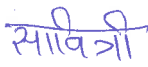
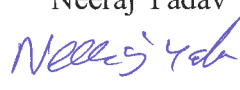

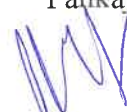


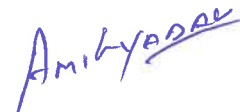

15.2 The Landowners agree that the Landowners shall be responsible for rectifying any issues relating to/ Encumbrance on title, possession and development potential of the Said Lands in a manner that the Project is compliant with RERA at all times. Any penalty or implication or consequence due to non-compliance of the provisions of RERA in respect of the title, possession, development potential of the Said Lands and /or any liability pre-existing the date of execution of this Second Addendum shall be borne and met by the Landowners.

15.3 If the Landowners receives any communication, correspondence, notice, demand etc. of

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any nature whatsoever from any Governmental Authority and / or any third party, that may directly or indirectly be related to the Said Lands or the Project, it shall within 2(two) days of receipt of the said communication, correspondence, notice, demand, share it with the Developer.

- 15.4 Without prejudice to the rights of the Developer under any other provision of Collaboration Agreements read with this Second Addendum or any other remedy available to the Developer under law or equity, the Landowners shall jointly and severally indemnify, keep indemnified, defend and hold harmless the Developer and 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 (a) any misrepresentation or any breach of any representation or warranty of the Landowners contained in Collaboration Agreements read with this Second Addendum; (b) any breach of or non-compliance with any covenant or obligation or any other term of Collaboration Agreements read with this Second Addendum, and (c) any claims, demands, suits, litigation and proceedings of any nature in respect arising on account of any non-compliance of obligations of the Landowners, and/or (d) any encumbrance, claims, demands, suits, litigation and proceedings of any nature in respect of the Said Lands or grant of rights to the Developer pursuant to the Collaboration Agreements read with this Second Addendum.
- 15.5 The landowners shall cure any default or defect in discharge of their obligation as per Collaboration Agreements, First Addendum and this Second Addendum within a period of 15 (fifteen) days on being intimated by the Developer. In case the Landowners fails to cure any default or defect in discharge of their obligations under the Collaboration Agreements, First Addendum and this Second Addendum, the Developer shall be entitled (but not obligated) to step-in and undertake/ cure any obligations or commitment or warranties or covenants of the Landowners under the Collaboration Agreements, at the cost and expense of the Landowners and the area entitlement of the Landowners shall not be handed over till the Landowners pay such cost and expenses to the Developer alongwith interest @ 18% p.a. to be calculated from the date of incurring such cost and expenses by the Developer till its payment by the Landowners.
- 15.6 The brand name of the Project shall be finalised and solely decided by the Developer with "Sobha" or any other name as a primary brand as per sole discretion pf the Developer. The Landowners shall not claim any right, title and interest in the brand name of the Project.
- 15.7 The Parties agree that with effect from the date of execution of this Second Addendum, the terms and conditions of this Second Addendum shall be read and interpreted in conjunction with those of the Collaboration Agreements, in such manner that this terms

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and conditions agreed herein shall stand incorporated in the Collaboration Agreements. In the event of there being an inconsistency in the interpretation of the provisions of the Collaboration Agreements and this Second Addendum, the terms of this Second Addendum shall take precedence and prevail.



- 15.8 Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Second Addendum and that the Second Addendum or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.
- 15.9 In the event that any of the provisions of Collaboration Agreements read with this Second Addendum or part thereof is found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective; provided however, that on the revocation, removal or diminution of the Applicable Law or provisions, as the case may be, by virtue of which such provisions contained in Collaboration Agreements read with this Second Addendum were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent from the date of such revocation / removal or diminution (as the case may be).
- 15.10 No failure or delay by the Parties in exercising any right or remedy provided by applicable laws under or pursuant to the Collaboration Agreements read with this Second Addendum shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of such or any other right or remedy. The rights and remedies of the Parties under or pursuant to the Collaboration Agreements read with this Second Addendum are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under the applicable laws.
- 15.11 Stamp duty and statutory registration fee on this Second Addendum shall be borne by the Developer. Each Party shall be responsible for its own income tax liability for incomes received and/or gains arising as a result hereof.

Schedule-II
Rights and Entitlements of the Developer

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Vinod Yadav 	Parmod Yadav 	Amit Yadav 	









The Landowner hereby authorizes the Developer to do any and all of the acts, deeds and things stated below in the name of and on behalf of the Landowners, either itself or through its directors, officers, employees and authorized representatives:

1. To remain in control of and enjoyment of the Said Lands, and to construct and develop the Project in accordance with the sanctioned plans and specifications and be responsible for the construction and development on the Said Lands or any part thereof until the completion of the construction and development of the Project;
2. To manage the Said Lands and the facilities constructed upon it and to deposit all types of fees, charges, security deposits, demand, dues and taxes with regard to the Said Lands and the Project with any concerned authority, to receive the refundable amounts out of the said amounts from the said authorities in the name of the Developer, to deal with such authorities 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. and to compromise the same before any Court of law, quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on the Said Lands and to take appropriate steps in accordance with law, to abate all nuisance;
3. To appear on its own behalf and on behalf of the Landowners, before any governmental authority (including but not limited to) DTCP, HRERA, Ministry of Environment, Forest and Climate Change, State Expert Appraisal Committee, State Environment Impact Assessment Authority, Haryana State Pollution Control Board, Deputy Commissioner, Land Revenue Office, Forest Office, Real Estate Regulatory Authority, Survey of India, Fire Department, Building & Other Construction Workers Department and labour, 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 Developer may desire or deem fit from time to time, for any permission, approvals (including environmental approvals and fire clearances), registration, sanction or consent required in connection with the exercise of the rights and entitlements vested in the Developer;
4. To apply for and obtain all approvals (including environmental approvals and fire clearances), permissions, consents, sanctions etc. as may be required, in respect of the Project, and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection, levelling, 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 Lands for becoming eligible









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for grant of such approvals, permissions, consents, sanctions etc as may be required, for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities deeds and documents as may be required for the aforesaid purpose;

5. 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 Said Lands by utilizing the FAR available on the Said Lands and the development potential, as may be permitted in respect of the Said Lands;
6. To promote and register the condominium or society or association of apartment buyers or organization of such prospective purchasers, if any, in conformity with the applicable laws, 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 Landowners before all the concerned authorities;
7. 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, as may be permitted under the applicable laws (and for that purpose to make any affidavit and give undertakings as the Developer may desire or deem fit);
8. To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, RCC consultants, structural engineers, consultants, labour, workmen, personnel (skilled and unskilled) or other persons in respect of the Project and to pay the wages, remuneration fees etc. and 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 with them from time to time and to give them instructions as the Developer may deem fit, from time to time;
9. To exercise full, free, uninterrupted, exclusive marketing rights in respect of the saleable area and car parking spaces for the "Developers Area Entitlement" in the Project, to negotiate, market, sell and/ or to enter into and register agreements for lease, sale, transfer, conveyance of the built up areas forming part of the saleable area of the Developer's Area Entitlement in the Project and any car parking spaces and/or any additional area to be constructed and developed as a part of the Project, with any person for such consideration as may be determined and collected by the Developer, and on such terms and conditions, as may be agreed by and between the Developer and such other person;

Savitri Devi 	Neeraj Yadav 	Manish Kumar 	Pankaj Yadav 
Vinod Yadav 	Parmod Yadav 	Amit Yadav 	

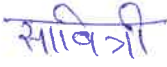







10. To exercise full, free and uninterrupted rights for allotment, sale / lease, license or any other manner of transfer or creation of third-party rights in the entire saleable area in the Project, car parking spaces and/ or on the Said Lands, and enter into and register agreements with such transferees as it deems fits and on such marketing, leasing, licensing or sale, to receive the full and complete proceeds in its own name and give receipts and hand over ownership, possession, actual or constructive, use or occupation of the entire saleable area and car parking spaces in the Project along with proportionate undivided interest in the land underneath i.e. the proportionate undivided interest in the Said Lands, in such manner as may be feasible, expedient or necessary to transferee, or proposed transferee of the saleable area in the Project;
11. To raise project finance / loan from any bank or a financial institution for the purposes of development of the Project in accordance with the Agreement, and to mortgage the Said Lands and all accession / construction (present or future on the same) against such advance(s) or loan (s), and to sign and execute any document, agreement, deed, undertaking, declaration etc. on behalf of the Landowners with any such bank or financial institution or any person and to do all such acts, deeds and things including to deposit title deeds relating to the Said Lands, as may be necessary, incidental or ancillary for creation of any such mortgage / hypothecation / charge of any nature whatsoever and to pay necessary stamp duty and registration charges and to admit the execution of any such agreements/documents and/or writings in the relevant office of Sub Registrar of Assurances and for the said purpose, to do all such furthers acts, deeds, matters and things, as may be necessary, including to apply on behalf of the Landowners;
12. To permit loans/finance to the purchasers of saleable area in the Project and to do all such acts, deeds and things, as may be necessary, incidental or ancillary including signing of documents, affidavits, NOCs etc. as may be a requirement of the customers/buyers/ banks and/or financial institutions for grant of such loans;
13. To protect the Said Lands in such manner as the Developer 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 other concerned authorities for maintaining law and order;
14. To sign and execute in the name of the Landowners, agreements for lease, lease deed, sale deed, transfer or conveyance, of the saleable area and car parking spaces in the Project on the Said Lands, with proportionate undivided share in the entire Said Lands or any part thereof and also to sign and execute such other documents and assurances as may be necessary for effectually transferring and vesting the saleable area sold/transferred in the Project in favour of the purchasers and to present any such

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document before the concerned Registrar or Sub-Registrar of Assurances and to do all acts, deeds, matters and things including executing and filing of declaration/deeds and applications for the due registration of such documents as may be required under the Indian Registration Act, 1908 and any other laws for the time being in force;

15. To maintain the Project and do all such acts, deeds and things as may be required for maintenance of the Project, including to appoint agencies/third parties for maintenance, collecting and utilising the maintenance charges and deposits from the allottees/purchasers of the apartments, as per the applicable law;
16. To institute, conduct, defend, settle, compromise or abandon any legal proceeding and other matters concerning (excluding such matters and disputes between the Developer and the Landowners), the development of the Project on the Said Lands and to appear and act in all courts, original or appellate, and other Government and private offices (including HRERA) and to sign, verify and present pleadings, plaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises or other necessary deeds and documents as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or their attorney and to sign mukhtarnamas, vakalatnamas and warrant of attorney, whenever the Developer shall think expedient and proper to do so;
17. To generally to do or cause to be done all such acts, deeds and things as may be necessary in relating to the development/construction and sale of the saleable area and car parking spaces in the Project on the Said Lands and to exercise all rights of the Developer.

The Developer shall be entitled to undertake/implement any of its authorisation provided herein through any of its partners or authorised representatives.

Savitri Devi 	Neeraj Yadav 	Manish Kumar 	Pankaj Yadav 
Vinod Yadav 	Parmod Yadav 	Amit Yadav 	

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS SECOND ADDENDUM ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

- i. **Signed and Delivered by Savitri Devi (AADHAAR No. 966038579482)**



- ii. **Signed and Delivered by Neeraj Yadav (AADHAAR No. 430086251409)**



- iii. **Signed and Delivered by Manish Kumar (AADHAAR No. 977875185231)**



- iv. **Signed and Delivered by Pankaj Yadav (AADHAAR No. 301469094804)**



- v. **Signed and Delivered by Vinod Yadav (AADHAAR No. 532369059142)**



- vi. **Signed and Delivered by Parmod Kumar (AADHAAR No. 415018217263)**



- vii. **Signed and Delivered by Amit Yadav (AADHAAR No. 786508612808)**





Signed and Delivered by the Developer (BNB Builders Private Limited)

Through its duly Authorised Signatory

In the presence of: -

1.

2.


SURENDER
S/o Heera Ram
R/o : H. No. 539, Sec.-53
Gurgaon


MANOJ KUMAR
Advocate
Distt. Court Gurugram

