



Indian-Non Judicial Stamp Haryana Government



Date : 17/12/2020

Certificate No. GOQ2020L1851

Stamp Duty Paid : ₹ 2265000
(Rs. Only)

GRN No. 70286525



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Dayanand

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Badshapur

District : Gurugram

State : Haryana

Phone: 97*****62

Others : Amarjeet mehta and brahm prakash



Buyer / Second Party Detail

Name : Msbnbland Developers Limited

H.No/Floor : M56

Sector/Ward : Na

LandMark : Greater kailash part ii

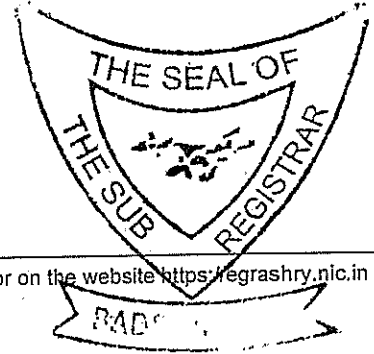
City/Village: New delhi

District : New delhi

State : Delhi

Phone: 97*****62

Purpose : Collaboration Agreement

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

COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is made and executed at Gurgaon on this the 21st day of December, 2020.

BETWEEN

1. Mr. Dayanand (Aadhaar 9267 5636 7481) (PAN ABVPN2409G) S/o Sh. Roshanlal R/o Village and Post Office, Badshapur, Gurugram and
2. Mr. Amarjeet Mehta (Aadhaar 7380 7493 3717) (PAN ACEPM4358F) S/o Sh. Inderjeet Mehta, R/o Village and Post Office Badshapur, Gurugram and
3. Mr. Brahm Prakash (Aadhaar 3897 9669 0558) (PAN AGFPP2310P) S/o Sh. Roshanlal, R/o Village and Post Office Badshapur, Gurugram hereinafter collectively referred to as "THE OWNERS", which expression shall, unless repugnant or opposed to the context hereto (includes their respective heirs, legal representatives, administrators, executors and assigns, of the First Part.

Dayanand *Amarjeet Mehta* *Brahm Prakash*

BNB LAND DEVELOPERS PRIVATE LIM

Abhinav Gupta
Auth. Signatory/Di

प्रलेख न:4891

दिनांक:21-12-2020

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील बादशाहपुर

गांव/शहर बादशाहपुर

धन संबंधी विवरण

राशि 40375000 रुपये

स्टाम्प ड्यूटी की राशि 807500 रुपये

स्टाम्प नं : g0q202011851

स्टाम्प की राशि 2265000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:70286623

पेस्टिंग शुल्क 0 रुपये

Drafted By: J P Sharma Adv.

Service Charge:0

यह प्रलेख आज दिनांक 21-12-2020 दिन सोमवार समय 4:40:00 PM बजे श्री/श्रीमती /कुमारी

Dayanand पुत्र Roshanlal Amarjeet Mehta पुत्र Inderjeet Mehta Brahm Prakash पुत्र Roshan Lal निवास . द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)

हस्ताक्षर प्रस्तुतकर्ता

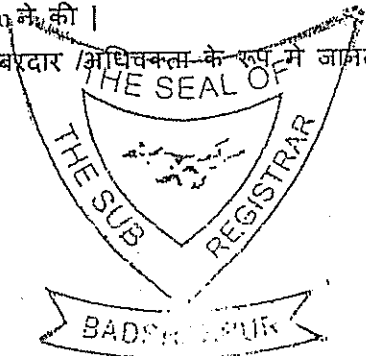
Dayanand Amarjeet Mehta Brahm Prakash

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी BNB Land Developers P. Ltd. thru Abhinav Gupta OTHER पुत्र . हाजिर हैं । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी Johny Yadav पिता Dharambir Yadav निवासी Noorpur Jharsa Gurugram व श्री/श्रीमती /कुमारी Aakash Yadav पिता Narsh Yadav

निवासी Tikli Gurugram ने की ।

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



उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)

AND

M/s BNB Land Developers Private Limited CIN- U70109DL2020PTC367571 a company incorporated under the provisions of the Companies Act 1956, having its registered office at M-56 Greater Kailash Part II, Third Floor, New Delhi-110048 through its director Mr. Abhinav Gupta S/o Sh. Ranjan Gupta, who has been duly authorized by Board Resolution passed by the Board of Directors on dated 18/12/2020. hereinafter referred to as "THE BUILDER" which expression shall, unless repugnant or opposed to the context hereof, includes its successors in interest, liquidators, nominees and assigns, of the Second Part.

The Owners and the Builder are hereinafter individually referred to as the "Party" and jointly as the "Parties".

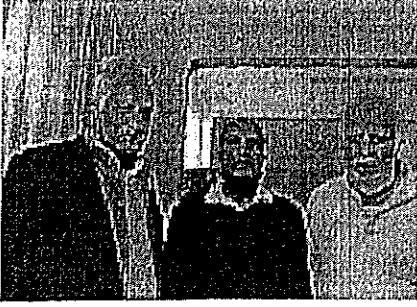
RECITALS:

- A. WHEREAS the Owners are actual, absolute legal and valid owner having absolute marketable rights, title and interests in actual vacant and peaceful physical possession of and otherwise well and sufficiently entitled to all that pieces and parcels of agricultural land comprised in Khewat No. 814/815, Khata No. 891/892, Killa/Khasra No. 81//7/2(6-5), 14/1(2-9) Rectangle No. 81 Killa/Khasra Nos. 5/2/1(0-16), 6/2/2(4-17), 15/1(1-17), Kita 5, Land Measuring 16 Kanal 4 Marla in which Amarjeet Mehta has 1/3 share, Dayanand has 1/3 share and Brahm Prakash has 1/3 share hereto by Registered Sale Deed No. 3273 dated 01-09-2017 and Mutation No. 10135, Khewat No. 814/815 Khata No. 891/892, Killa/Khasra No. 81//4/2 (2-16), 5/1(5-4), Kita 2, Land Measuring 8 Kanal 0 Marla in which Dayanand has 1/2 share and Brahm Prakash has 1/2 share hereto by Registered Sale Deed No. 20856 dated 31-10-2016 and Mutation No. 9879, Khewat No. 814/815, Khata No. 891/892, Killa/Khasra No. 81// 4/1 (5-4), 7/1 (1-15), Killa/Khasra No. 81//6/1 (1-3). Kita 3, Land Measuring 8 Kanal 2 Marla is owned by Brahm Prakash hereto by Registered Sale Deed No. 2423 dated 25-07-2017 and Mutation No. 10050, total of all Khewats are 32 Kanal 6 Marla i.e. 4.0375 Acres and Jamabandi records for the year 2005-06, situated at village Badshapur, Tehsil Badshahpur, Distt. Gurugram, Haryana (hereinafter referred to as the "said Land"). Map showing the Khasra details is Annexed herewith as Annexure - A. The owners held the said Land jointly as exclusive co-owners and no other person is having any share in the said Land.

For Y.F. 21 per Dayanand

BNB LAND DEVELOPERS PRIVATE LIMITED

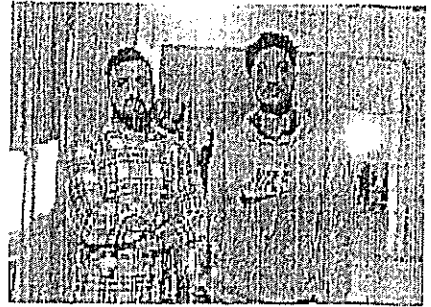
Abhinav Gupta
Auth Signatory/Director



पेशकर्ता



दावेदार



गवाह

Dayanand

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- Dayanand Amarjeet Mehta Brahm Prakash

किस प्रकार

दावेदार :- thru Abhinav Gupta OTHERBNB Land Developers P. Ltd.

Abhinav Gupta

गवाह 1 :- Johnny Yadav

Johnny Yadav

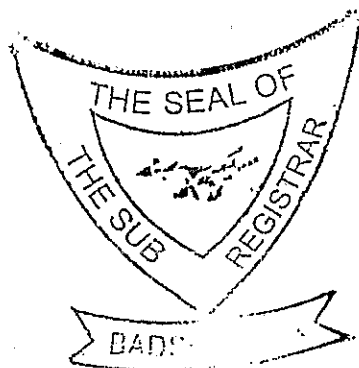
गवाह 2 :- Aakash Yadav

Aakash Yadav

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4891 आज दिनांक 21-12-2020 को बही नं 1 जिल्द नं 55 के पृष्ठ नं 63.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1134 के पृष्ठ संख्या 3 से 4 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 21-12-2020



Am

उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)

- B. AND WHEREAS the Owners contemplate to develop the said Land by setting up a Residential Group Housing under Transit Oriented Development (TOD)/ or any other scheme, policy or area mix land use under TOD Policy notification of the Director General Town and Country Planning, Haryana ("DGTCP") after obtaining the requisite licenses, approvals, permissions etc. from the concerned authorities and getting the plans sanctioned/approved from the Competent Authorities.
- C. AND WHEREAS the Owners are not fully equipped to execute and complete the work of development and construction on the said land of their own, therefore, requested the Builder who is already engaged in the development, construction and marketing and selling of Residential Plotted/Group Housing Commercial projects across India and the Owners also know that the Builder is well reputed and experienced in this line of business and is in a position to obtain necessary permissions for change of land use, licenses etc. under Transit Oriented Development (TOD) / or any other scheme as desired by the Builder and is competent to collaborate with the Owner for development of said Land.
- D. AND WHEREAS upon request and representation of the Owners, the Builder has agreed to undertake the execution, construction, completion, marketing and selling of the project, whether residential mix land use under TOD Policy or otherwise, under Transit Oriented Development scheme (TOD) / or any other scheme, policy or notification on the said Land i.e. 32 Kanal 6 Marla after obtaining the requisite permissions, sanctions, approvals and license for change of land use (hereinafter referred to as the "said Project").

NOW THESE PRESENTS WITNESS and it is hereby agreed, declared and covenanted and recorded by and between the parties as under: -

1. That the subject matter of this Collaboration Agreement between the Owner and the Builder is the Said Land comprised in Khewat No. 814/815, Khata No. 891/892, Killa/Khasra No. 81/7/2(6-5), 14/1 (2-9) Rectangle No. 81 Killa/Khasra Nos. 5/2/1(0-16), 6/2/2(4-17), 15/1 (1-17), Kita 5, Land Measuring 16 Kanal 4 Marla in which Amarjeet Mehta has 1/3 share, Dayanand has 1/3 share and Brahm Prakash has 1/3 share hereto by Registered Sale Deed No. 3273 dated 01-09-2017 and Mutation No. 10135, Khewat No. 814/815 Khata No. 891/892, Killa/Khasra No. 81/4/2 (2-16), 5/1(5-4), Kita 2, Land Measuring 8 Kanal 0 Marla in which Dayanand has 1/2 share and Brahm Prakash has 1/2 share hereto by Registered Sale Deed No. 20856 dated 31-10-2016 and Mutation No. 9879, Khewat No. 814/815,

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Auth. Signatory/Di

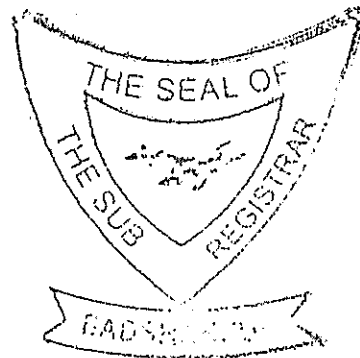


BNB CONSTRUCTIONS PVT. LTD.

Regd. Off. : W-40, First Floor, Greater Kailash -II, New Delhi-110048

Corp. Off. : Solitaire Plaza, Ground Floor, M.G. Road, Gurgaon

• Tel. : 0124-4720100 - 199 • Fax : 0124-4720142 • E-mail : omprakash@bnbgroup.in



Khata No. 891/892, Kila/Khasra No. 81// 4/1 (5-4), 7/1 (1-15), Kila/Khasra No. 81//6/1 (1-3). Kita 3, Land Measuring 8 Kanal 2 Marla is owned by Brahm Prakash hereto by Registered Sale Deed No. 2423 dated 25-07-2017 and Mutation No. 10050, total of all Khewats are 32 Kanal 6 Marla i.e. 4.0375 Acres and Jamabandi records for the year 2005-06, situated at village Badshapur, Tehsil Badshahpur, Distt. Gurugram, Haryana.

2. That the Builder agrees and undertakes to develop, Construct and market the Project comprising residential, commercial and other parts, to be developed on the said Land at its own cost and expenses and with its own resources after procuring/obtaining the requisite licenses, permissions, sanctions and approvals under Transit Oriented Development(TOD)/or any other scheme, policy or notification from the competent authorities. The Owners agree and undertake to place at the complete disposal of the Builder, the said Land and to irrevocably vest in the Builder all the authority of the Owners as may be necessary to be exercised by the Builder in its absolute discretion for obtaining the requisite licenses, permission, sanctions and approvals for development, construction completion and marketing of the Project thereon. All expenses involved in and for obtaining licenses, permissions or sanctions from the concerned authorities shall be incurred borne and paid by the Builder and the Owners shall not be liable for the same.
3. That the building plans for the said Project shall be in accordance and conformity with the Zonal Plans and the rules and bye-laws of the Town & Country Planning Department, Haryana and/or such other Authority as may be prescribed thereof. The said building plans for the said Project shall be filed for permission to achieve the maximum permissible FAR on the said Land.
4. That the Builder shall, at the earliest shall proceed to have suitable design model and / or plans prepared for the proposed said Project and get the same approved/ sanctioned from the Competent Authority(s). For this purpose the Builder, Undertakes to engage and employ reputed Architect(s) at its own cost, expenses and responsibilities. The Builder shall, for and on behalf of and in the name of the Owners, shall apply to DGTCP and / or such other Authorities as may be concerned with the matter for obtaining the requisite licence, permissions. Sanctions and approvals for the development and construction of the said Project on the said land in accordance with the applicable Zonal Plans. However, the Builder shall be entitled to make such variations in the design of the plans as may be required or considered by the Builder desirable or necessary for optimum

17/07/2018 over

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@Bhinau gupta

Auth./Signatory/

utilizations of the said land and the Owners agree and undertake to not to object to any such variations or alterations to the designs and plans of the said Project.

5. That the entire amount required for the cost of development and construction of the said Project including the charges and fees for preparation of plans as also all other statutory fees and charges incidentals including Scrutiny Fees, License Fees. Conversion Charges, Electricity and Water Security Charges, any type of renewal charges, payable now or in future to the Government and/or any other Authority for the provision of peripheral or external services to the said land/said Project, provision of fire-fighting equipment arrangements, as may be prescribed by the concerned Authority, shall be wholly to the account of the Builder except property tax.
6. Consideration:
 - a) In consideration of and for and in lieu of contributing the said Land towards the development and construction of the said Project. The Parties have agreed that the Owners shall be entitled to own and possess 32% of either residential or Commercial FAR achieved on the Said Land ("Owners' Allocation"). In consideration of and for and in lieu of obtaining all relevant approvals, sanctions and permissions and for undertaking the development, construction and marketing of the Project, the Builder shall be entitled to own and possess the remaining of either residential or Commercial FAR on the said Land ("Builder Allocation"). The FAR shall mean "Floor Area Ratio" and as approved by the concerned authority in the approved building plans of the Project.
 - b) That the Builder has further agreed to pay to the Owner a sum of Rs. 4,03,75,000/- (Rupees Four Crores Three Lakhs Seventy Five Thousand only) towards Interest Free Security Deposit. Interest Free Security Deposit shall be subject to applicable taxes i.e. TDS, GST or any other applicable Tax. Out of the total security deposit a sum of Rs.2,01,87,500/- (Rupees Two Crores One Lakhs Eighty Seven Thousand Five Hundred only) will be refundable security and remaining amount i.e. Rs. 2,01,87,500/- (Rupees Two Crores One Lakhs Eighty Seven Thousand Five Hundred only) will be non refundable security. Refundable Security will be refunded by the Owners, jointly or severally, to the Builder simultaneous to the allocation/allotment of the Owners' Share to the Owners. In the event the Owners fail to refund the refundable amount of Security Deposit to the Builder, the Builder shall be

entitled to reduce the Owners' Allocation equivalent to the amount of the refundable Security Deposit amount and shall allotment the balance of the Owners' Allocation to the Owners. The Parties have agreed that the Builder shall be entitled to reduce the Owners' Allocation Saleable Area equivalent to the refundable Security Deposit amount. Security Deposit will be paid by the Builder to the Owners in installments in the following manner:

That the payment of Rs.4,03,75,000/- (Rupees Four Crores Three Lakhs Seventy Five Thousand only) is being refundable security paid by the Builder to the Owners simultaneous to the execution of this Agreement in the following manner:

- c) The Owners' Allocation and the amount of Security Deposit shall be distributed amongst the Owners in proportionate to their respective shares in the said Land i.e.:

Name	Share	Area	Security Dep.
Amarjeet Mehta	108/646	5 Kanal 8 Marla	Rs. 67,50,000/-
Dayanand	188/646	9 Kanal 8 Marla	Rs.1,17,50,000/-
Brahm Prakash	350/646	17 Kanal 10 Marla	Rs.2,18,75,000/-
		32 Kanal 6 Marla	Rs.4,03,75,000/-

- d) Marketing and selling of the Project shall be done only upon obtaining the license for development and construction of the Project as well as obtaining the approved building plans of the Project from the relevant authorities. That the Builder shall be fully entitled to open a bank account in his own company's name and carry out the transactions, receive sale consideration under its own name and signatures with respect to the said Project without any interference or objection from the Owner.
- e) Builder shall have right to file appropriate application to the concerned department/authorities for obtaining TDR Certificate if the said land or any other land is eligible for the issuance of the same. Builder shall be exclusively entitled to utilize the transferable development rights/FAR upon grant of TDR Certificate on the said Land or any other land and the Owner shall neither have any right over the said transferrable development rights/FAR nor shall object to the exclusive rights of the Builder over such transferrable development rights / FAR nor shall object to the exclusive right of the builder or such transferable

development rights/FAR. It is further agreed between the Parties that if FAR on the said Land is enhanced by the authority/DGTCP then the Builder shall be exclusively entitled to use and enjoy the benefits of such enhanced FAR and appropriate the sale proceeds thereof:

7. That the Owners have delivered and handed over the actual, physical, vacant, possession of the said Land to the Builder on site as on the date of execution of this Agreement.
8. That the Builder shall make efforts to complete the development and construction works of the Project over the said Land within 5 years from the date of receiving of License, approvals, sanctions including HRERA Registration with the grace period of 6 (Six) Months. The Builder shall be entitled to grant of reasonable extension If the completion of the development and construction work of the said Project is delayed due to force majeure reason such as earthquake, lightening or any order or notification of the Government which prevents, obstructs or hinders the progress of the construction or by reason of non-availability of steel and/or cement or other building materials or dispute with construction agency or slow down, strike, lock out, civil commotion or by reason of war or enemy action or act of God or for any reason beyond the reasonable control of the Builder.

However, in case of delay in completing the development and construction works of the Project by Builder subject to force majeure conditions mentioned herein above, the Builder would pay penalty to the Owners a sum of Rs. 5/- (Rupees Five Only) per sq.ft. Per month for the area allocated to the Owners and also authorized to mortgage of the land to DTCP in lieu of Bank guarantee and EDC/IDC as per Policy.

9. That since considerable expenditure, efforts & expertise are involved in getting the land use changed and obtain the licenses for the said Project, it is the condition of this Agreement that after obtaining the licenses and the required permissions from the concerned authorities for the said Project. The Owner or its nominee(s) or legal heirs will not cancel or back out from this Agreement under any circumstances. In such eventuality, the Builder besides its other rights will be entitled to get this Agreement fulfilled/enforced through a suit for specific performance or as per law at the cost and risk of the Owners.
10. That it is agreed between the Parties that the Builder may, if deem fit and proper, charge, encumber, transfer, sell and assign its rights and interest as derived by virtue of this Agreement on the said Land/part of the said Land along with rights

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Abhinav Gupta

Auth. Signatory/Director

in the licenses etc. Granted by the competent Authorities to develop and construct the said Project on the said land to any third party for such price and on such terms and conditions as the Builder may deem fit and proper after consenting with the Owners.

11. That the Owners hereby authorize and permit the Builder to raise loan and Finances by creating mortgage of the said Land from any Bank, Financial Institutions, Non Banking Finance Companies (NBFC). Housing Finance Companies Etc. and the Owner shall execute and sign all relevant documents relating to loan and finances, creation of Mortgage, any Guarantee Papers, deeds, declarations, affidavits and agreements as may be required for the purposes of creating a valid and legal mortgage over the said Land and the Owners shall have no objection in this regard and also authorize Builder to mortgage the land to DTCP in lieu of Bank guarantee in respect of EDC/IDC as per Policy.
12. That the Parties have further agreed that they shall be entitled to retain or let out or transfer or book for sale or enter into Agreement for sale or sell out their respective shares, if any in the built-up/undeveloped areas, any units or spaces as detailed above in the said Project to be put up on the said land to such person(s) as they deem fit provided that shall not make any such transfer contrary to the roles prescribed by the Town & Country Planning Department, Haryana. Real Estate (Regulation and Development) Act or any other Authority concerned. The Parties further agree and undertake to keep the other party harmless and indemnified against all claims and demands resulting there from.
13. That the Builder shall be solely responsible for the payment of EDC, IDC and any other charges payable to the authorities. That the Builder shall be fully entitled. To pass on any such demand to its customers/ investors. Owners will be entitled to recover the said EDC/IDC levied over its share from the buyers.
14. That the Owners covenant with the Builder that it shall supply and provide all documentary evidence as may be required to be submitted to the Town & Country Planning Department, Haryana and/or such other Authority concerned with the matter and further that the Owners shall also, within a week of receipt of any request from the Builder, sign and execute such other documents, letter etc. as may be necessary for the development, construction and completion of the said Project and for giving effect to the terms of this Agreement However, subject to the terms of the Agreement, no documents shall be signed and executed by the Owners, which shall adversely affect their ownership rights in the said Land.

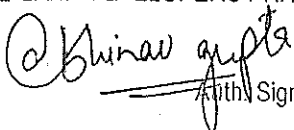
BNB LAND DEVELOPERS PRIVATE LIMITED

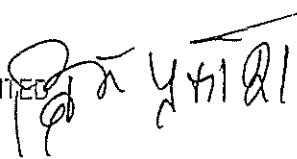
Abhinav Gupta
Auth. Signatory/Directr

प्रायोजक/मालिक per Dayu K

15. That the Owners simultancously undertake to constitute the Builder and it's duly appointed nominees as its attorney by a separate document for submitting applications to the various authorities, requisitions. Licenses, permissions, approvals, sanctions, allotment of building material, allotment of other materials and all other matters that will be required to be done and performed in connection with the development, construction and completion of the said Project and for taking the bookings, giving allotment, carry out sale and execution- of Agreement to Sale, registration of Sale Deed/Conveyance Deed/Lease Deed of share of Builders Allocation therein and for all purposes mentioned in the draft of Power of Attomey approved by the Parties hereto till the duration and full implementation of this Agreement in all respects. However, the Builder undertakes in its capacity as a Builder in terms of this Agreement and as attorney for the Owners not to do or cause to be done any act, omission or thing which may in any manner contravene any Rules, Laws or Regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such Rules, Regulations, Law or condition, the entire liability in this behalf shall be incurred and discharged by the Builder and further more the Builder undertakes to keep the Owners harmless and indemnified against all such claims and demands resulting from such non-performance and non-observance of Rules. Regulations and Laws in terms of this clause.
16. That the Builder shall be solely responsible and liable for payment of all dues to its workers/employees and statutory compliance of labor laws, rules and regulations as are in force or may be introduced from time to time with respect to the employment of personal, payment of wages, compensation, welfare, cess etc. and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during and after the construction shall be settled and cleared by the Builder and no liability on his account shall fall on the Owners.
17. That the Builder shall be entitled to set the refund of all fees, security deposils and other charges of whatsoever nature deposited by the Builder with various statutory authorities for seeking various approvals etc. for the said Project. The Owners undertake that within 30 days of the receipt of any such refund referred to herein above, they shall pass on the same to the Builder and any delay by the Owners in passing on the refund to the Builder in this regard shall entail interest at the rate of 15% per annum.

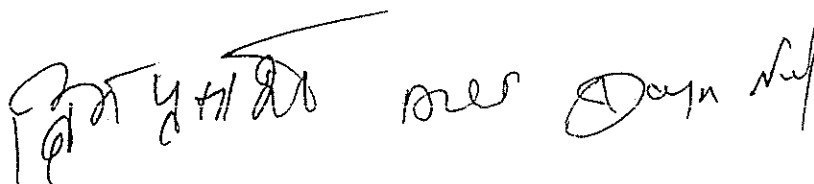
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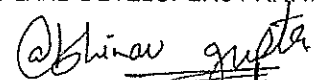


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18. That it is an integral and essential term of this Agreement that the said Project shall be named by the Builder.
19. That the Owners have declared and represented to the Builder that the said Land is free from all encumbrances, litigation, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation and claims whatsoever and that the Owners shall keep the said Land free from all encumbrances till the duration and full implementation of this Agreement in all respects and the Builder has entered into this Agreement relying/acting upon these declarations and representations I undertakings of the Owners. Further, the Owners hereby declare that they have neither entered into any other prior agreement/arrangement with respect to the said Land for its development nor shall they enter into any such agreement/arrangement in future in respect thereof: The Owners further confirm and represent that there is no other co-sharer of the said Land and the said Land is exclusively owned and possessed jointly by the Owners and the said Land does not need any partition.
20. That in case the said Land or any part thereof comprised in and subject matter of this Agreement declared to be belonging to the Owners, is lost on account of any defect in the Owners' title or any litigation started by any one claiming through the Owners or any one claiming title paramount to the Owners or on account of any cause or causes whatsoever including relating to any outstanding(s), claim(s), tax(s) etc., on the Owners, the Owners shall be liable for the damages, losses, costs and expenses sustained by the Builder and/or intending buyers of whole or part of Builder's Allocation In the said Project and at the discretion of the Builder, the same shall be recovered or adjusted from the Owners' Allocation.
21. All the original title deeds / sale deeds of the said Land shall be kept in a locker of a Nationalized Bank which shall be operated jointly by both the Parties. Upon handing over of the Owners' Allocation to the Owner all the original title deed/sale deeds of the said Land shall be delivered by the Owners to the Builder. It is further agreed between the parties that if for raising loans and finances the said title deeds are required for the creating mortgage on the said Land by banks, financial institution or investors then the said title deeds will be handed over to the respective bank, financial institution or investors etc.



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22. The Owners have agreed that Mr. Dayanand shall be solely dealing and interacting with the Builder in respect to this Agreement and to negotiate and finalize any term in furtherance thereof.
23. Builder may at its discretion, terminate this Agreement, for breach of any terms of this Agreement by the Owners. In which case, no liability whatsoever shall attach or result from this decision of termination and all obligations/ payments shall be treated as frozen and the Builder will be having the rights over the revenue collected in furtherance to this Agreement.
24. It is further agreed between the Parties that in case the Builder fails to get the License, approvals, sanctions to develop and construct the Project or upon termination of this Agreement, the Owners shall refund the amount of **Rs. 4,03,75,000/- (Rupees Four Crores Three Lakhs Seventy Five Thousand only)** received by them at the time of signing of this agreement. Any License fee or any other charges paid by the Builder to. DGTCP and / or any government / statutory authority, shall be refunded directly by such authority to the Builder and in case these charges are refunded by such authority to the Owners, then the Owners shall be liable to refund the same to the Builder and any delay by the Owners in passing on the refund to the Builder in this regard shall entail interest at the rate of 15% per annum. In such situation, this Agreement shall come to an end and both the Parties shall be absolved of their respective responsibilities / liabilities arising out of this agreement It is further agreed by the Parties that till the Owners refund the amount mentioned in this clause and take No objection from the Builder, Builder shall have right over the said Land and Owners can't create any type of third party right over the said Land.
25. That if there be any claim, demand dues. tax litigation of any nature whatsoever against the Owners, then it is a condition of this Agreement that the work of development and/or completion of the said Project and/or any other matter incidental to this Agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner whatsoever and the Owners shall not seek stay from any court, tribunal or authority against the development and / or completion of the Project and / or any other matter incidental to this Agreement. It is agreed that such claims, outstanding demands, litigation, and/or courts decree shall only be met and satisfied out of Owners' Allocation of the said Project and/or sale proceeds thereof.

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26. That the Owners undertake to execute all documents/agreements of assurances that may be necessary to be given to the allottees of the built up and/or non-built up areas of the said Project at the cost and expenses of the said allottees. This obligation must be discharged by the Owners through the Builder by appointing the Builder or its nominee(s) as their Attorney.
27. That the Owners shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said Project and/or booking and sale of Builder's Allocation of built or non-built areas of the said Project. However, if any defect is pointed out in the construction while the works is in progress by the Owner, the same will be removed and Certified by the Builder at its own costs and expenses.
28. That on execution of this Agreement, the Builder shall be entitled to enter upon the said Land, survey the same, prepare the layout and service plans and development scheme for submission to the Town & Country Planning Department, Haryana and/or such other Authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licenses. Further the Builder shall construct the boundary wall, marketing and site office and put up its sign boards over the said Land upon the execution of this Agreement.
29. That it is agreed between the Parties that the possession of the said Land once delivered/banded over to the Builder for the purpose of the above mentioned said Project shall not be disturbed and they shall not be dispossessed there from.
30. That this Agreement is not and shall not, however, be deemed to be constructed as a partnership between the Parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except specifically recorded herein.
31. That the Parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds matters and things whatsoever as may be necessary for implementing or giving effects to the terms of this Agreement.
32. That the Owners shall be fully responsible, liable and bound to execute every such document or deed that may be required for the purposes of transferring the absolute rights, title, interests and control over the said Land in favour of the Builder upon the Builder giving the allotment and handing over the physical possession of the Owners' Allocation to the Owners without any demur or

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BNB LAND DEVELOPERS PRIVATE LIMITED
Abhinav gupta
Auth. Signatory/Director

protest. The Owners shall be :further responsible, liable and bound to execute and register the requisite buyer agreement(s), license Agreement(s), sale deed(s) /conveyance deed(s) etc. or such other document(s), or instrument(s) in favour of the Builder or its nominee(s) for the entire said Land and / or part thereof and/ or in favour of the intending purchaser(s) of unit(s)/ Floor(s) / space(s) / car parking etc. in respect of the unit(s), floor, space(s) etc. agreed to be sold to different intending purchaser(s) by the Builder at the cost and expense of the said intending purchaser(s) and shall transfer the perfect title to the Builder or its nominee(s) or to the said intending purchaser(s) as the case may be and present themselves personally or through their attorney before the concerned office of Registrar for registration of such requisite documents as and when demanded or requested by the Builder.

33. That maintenance. Upkeep, repairs security, land scaping and common services etc. of the said Project shall be managed by the Builder or its or its nominated Maintenance Agency. Owners shall pay, as and when demanded, the maintenance charges including interest free security deposit for maintaining and up keeping the owners , allocation and the various services therein as may be determined by the Builder or the maintenance agency appointed for this purpose. Any delay in making payment will render the Owners liable to pay interest@ 18% per annum. Non-payment of any of the charges in the time specified shall also disentitle the Owners or their nominees / assignees or their subsequent transferees from enjoyment of the common areas and services.
34. That the Owners have represented that no dues or taxes of any kind are pending on the Land as on date of signing of this Agreement and in case if it is found outstanding subsequently, the same shall be paid by the Owners and/or if paid by the Builder, the same shall be reimbursed by the Owners to the Builders.
35. That the Builder/Owners shall pay and bear in proportion to their respective share as mentioned hereinabove all taxes, cesses, levies and GST payable for the said Land or upon the said Project from the date of execution of this Agreement and if either Party fails to pay his part of the taxes that Party shall be liable to indemnify the other for all or any recoveries that may be affected by the Govt. Department or Authority.
36. That this Agreement merges and supersedes all prior discussions and correspondence between the Parties and contains the entire Agreement between them. No changes or alterations to this Agreement shall be done without the written consent of the Parties hereto.

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Auth. Signatory/Director

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37. That the Owners and the Builder shall be bound to comply with all the terms and conditions of Licenses and agreement with Town & Country Planning Department in respect of the said Project. Further the Owners and the Builder are bound to comply with all the Rules, Regulations and Laws as may be applicable on the said Project including but not limited to the provisions of Environment (Protection) Act, -1986, Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, Real Estate (Regulation and Development) Act, 2016 and the Rule, Notifications etc. made/issued there under in respect to the said Project
38. That in pursuance of the due performance of the obligations and the Parties hereto duly performing and observing all the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on both the Parties and their heirs, successors, administrator liquidators and assigns.
39. That the failures of either Party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.
40. That if any provision of this Agreement shall be determined to be void or unenforceable under any applicable laws, such provision shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable laws and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
41. The Parties hereto agree that if any dispute and /or difference arise between the Parties in respect of the present Collaboration Agreement. The same shall be settled through arbitration by the sole arbitrator to be appointed by the Builder. It is also agreed between the Parties that the arbitration proceedings shall be in accordance of The Arbitration and Conciliation Act, 1996 or any of its statutory modifications, amendments or reenactments thereof. The award so made by the sole arbitrator shall be final and binding on the Parties. It is agreed between the parties that the arbitration proceedings shall be conducted in Delhi only. Subject to the arbitration agreement between the Parties. The Punjab and Haryana High Court at Chandigarh and Courts of District at Gurugram alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

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Abhinav Gupta

Auth. Signatory/Director

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42. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the Builder.
43. The Developer Company i.e. M/s BNB Land Developers Private Limited shall be responsible for compliance of all terms & Conditions of Licence/ Provisions of Act of 1975 & Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP, Haryana whichever is earlier.
44. The agreement shall be irrevocable and no modification/ alteration etc. in the terms & conditions of such agreement can be undertaken except after obtaining prior approval of the DTCP, Haryana.

IN WITNESSES :

1. JONY YADAV

S/o Dharambir Yadav
R/o Vill. Narsipura
Gurgaon H.R.

Dayanand S/o Sh. Roshan Lal

Amarjeet Mehta S/o sh. Inderjeet Mehta

2. Akash Yadav

S/o Nareesh Yadav
R/o Vill. Tekli.
Gurgaon H.R.

Brahm Prakash S/o Sh. Roshan Lal

For BNB Land Developers Private Limited

BNB LAND DEVELOPERS PRIVATE LIMITED

Abhinav Gupta

Director

BUILDER