

7273  
27/9/19

Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 26/09/2019

Certificate No. G0Z2019I2393



Stamp Duty Paid : ₹ 910000  
(Rs. Only)

GRN No. 57678378



Penalty : ₹ 0  
(Rs. Zero Only)

**Seller / First Party Detail**

Name: Rajinder Kumar  
H.No/Floor : 137 Sector/Ward : Na LandMark : Daultabad pawala khusrupur  
City/Village : Jahajgarh District : Gurugram State : Haryana  
Phone: 0 Others : Etc

**Buyer / Second Party Detail**

Name : Bnb builders pvt ltd  
H.No/Floor : M56 Sector/Ward : Na LandMark : Greater kailash part 2 3rd floor  
City/Village: New delhi District : New delhi State : Delhi  
Phone : 0

Purpose : NJS FOR COLLABORATION AGREEMENT



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

**COLLABORATION AGREEMENT**

This Collaboration Agreement (hereinafter referred to as the "Agreement") is executed at Gurugram on this 27<sup>th</sup> Day of September, 2019

**BY & BETWEEN**

1. **Mr. Neeraj Yadav** (Aadhar No. 430086251409), **Sh. Manish Kumar** (Aadhar No. 977875185231) & **Mr. Pankaj Yadav** (Aadhar No. 301469094804) all are son of Mr. Sahib Singh S/o Sh. Ram Kishan R/o 37, Village Jahajgarh (Pavala Khusarpur), Daultabad(53), Daultabad, Farrukhnagar, Gurgaon, Haryana-122006 all are in equal share 1/3 share all are absolute OWNERS and in possession of land bearing No. Rectangle No. **9 Killa number 3/1/1(2-2), rectangle number 7 Killa number 22/1 min(0-15) total land measuring 2 Kanal 17 Marla,**

*Handwritten signatures and names: Anil Yadav, Manish, Pankaj Yadav*

*Handwritten signature: Neeraj Yadav*  
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**BNB Builders Pvt. Ltd.**  
*Handwritten signature: Abhinav Gupta*  
Director/Auth, Sign

प्रलेख न:7273

दिनांक:27-09-2019

डीड संबंधी विवरण	
डीड का नाम	COLLABORATION AGREEMENT
तहसील/सब-तहसील	कादीपुर
गांव/शहर	पवाला खुसरपुर

धन संबंधी विवरण		
राशि 70312496 रुपये	स्टाम्प ड्यूटी की राशि 1406250 रुपये	
स्टाम्प नं : G0Z2019I2393	स्टाम्प की राशि 910000 रुपये	
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:57679403	पेस्टिंग शुल्क 0 रुपये
DeficiencyStampno: G0Z2019I2433	DeficiencGrno: 57678899	DeficiencyAmt: 500000
Drafted By: Shiv Kumar Singh ADV	Service Charge:0	

यह प्रलेख आज दिनांक 27-09-2019 दिन शुक्रवार समय 12:27:00 PM बजे श्री/श्रीमती /कुमारी

RAJINDER KUMAR पुत्र RAM KISHAN VINOD YADAV पुत्र RAJINDER KUMAR PARMOD KUMAR पुत्र RAJINDER KUMAR AMIT YADAV पुत्र RAJINDER KUMAR SAHIB SINGH पुत्र RAM KISHAN NEERAJ YADAV पुत्र SAHIB SINGH MANISH KUMAR पुत्र SAHIB SINGH PANKAJ YADAV पुत्र SAHIB SINGH निवास DO द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

*Amil Yadav*  
*Manish*  
*Parmod Kumar*  
*Neeraj Yadav*  
*Shiv Kumar*  
उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

हस्ताक्षर प्रस्तुतकर्ता

RAJINDER KUMAR VINOD YADAV PARMOD KUMAR AMIT YADAV SAHIB SINGH NEERAJ YADAV MANISH KUMAR PANKAJ YADAV

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

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHIV KUMAR पिता --- निवासी ADV GGM व श्री/श्रीमती /कुमारी DEEPAK KUMAR पिता --- निवासी ADV GGM ने की।

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



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Haryana Government**



Date : 26/09/2019

Certificate No. G0Z201912433



Stamp Duty Paid : ₹ 500000  
(Rs. Only)

GRN No. 57678899



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Rajinder Kumar

H.No/Floor : 137

Sector/Ward : Na

LandMark : Daultabad pawala khusrupur

City/Village : Jahajgarh

District : Gurugram

State : Haryana

Phone: 0

Others : Etc



**Buyer / Second Party Detail**

Name : Bnb builders pvt ltd

H.No/Floor : M56

Sector/Ward : Na

LandMark : Greater kailash part 2 3rd floor

City/Village: New delhi

District : New delhi

State : Delhi

Phone : 0

Purpose : DEFICIENCY FOR COLLABORATION AGREEMENT

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

- Sh. Vinod Yadav** (Aadhar No.532369059142), **Sh. Parmod Kumar** (Aadhar No. 415018217263) & **Sh. Amit Yadav** (Aadhar No. 786508612808) all are son of Sh. Rajinder Kumar S/o Sh. Ram Kishan all are R/o 37, Village Jahajgarh (Pavala Khusarpur), Daultabad(53), Daultabad, Farrukhnagar, Gurgaon, Haryana-122006 all are in equal share 1/3 share all are absolute OWNERS and in possession of land bearing No. Rectangle No. **9 Killa number 3/2/2(4-6), 4/1(5-19), 7/2/1(2-18), total land measuring 13 Kanal 3 Marla,**
- Sh. Rajinder Kumar** (153/424 share) (Aadhar No.583009647262) & **Sh. Sahib Singh** (197/424 share) (Aadhar No. 317037808839) both are S/o Sh. Ram Kishan & both are R/o 37, Village Jahajgarh (Pavala Khusarpur), Daultabad(53), Daultabad, Farrukh nagar, Gurgaon, Haryana-122006 both are absolute owners and in possession of land

*Vinod Yadav*  
*Parmod Kumar*  
*Amit Yadav*  
*Manish*  
*21/9/19*

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**BNB Builders Pvt. Ltd.**

*Abhinav Gupta*

**Director/ Auth. Sign**

Reg. No.

Reg. Year

Book No.

7273

2019-2020

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पेशकर्ता



दावेदार



गवाह

लि. 1  
सहिला सिंह  
Neeraj Yadav  
Parmod Kumar  
Amit Yadav  
Manish  
उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- RAJINDER KUMAR VINOD YADAV PARMOD KUMAR AMIT YADAV  
SAHIB SINGH NEERAJ YADAV MANISH KUMAR PANKAJ  
YADAV

दावेदार :- thru ABHINAV GUPTA OTHERBNB BUILDERS PVT LTD Abhinav Gupta

गवाह 1 :- SHIV KUMAR [Signature]

गवाह 2 :- DEEPAK KUMAR [Signature]

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7273 आज दिनांक 27-09-2019 को बही नं 1 जिल्द नं 212 के पृष्ठ नं 60.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 686 के पृष्ठ संख्या 86 से 88 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 27-09-2019



उप/सयुक्त पंजीयन अधिकारी( कादीपुर )

bearing No. **Rectangle No. 9 Killa No.2 min (2-0)** total land measuring 2 Kanal 0 Marla

Hereinafter referred to as the "**OWNERS**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors and assigns), being the party of the First Part.

**AND**

**M/s BNB Builders Private Limited**, (CIN NO.U45209DL2019PTC348791) 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**, duly authorized vide resolution of the board of Directors dated **12<sup>th</sup> September, 2019 (copy of resolution attached)** (hereinafter referred to as the "**DEVELOPER**", unless it be repugnant to the context or meaning thereof, be deemed to mean and include its legal successors and permitted assigns) having Permanent Account Number ("**AAICB3974B**"), being the party of the Second Part.

The **OWNERS** and the **DEVELOPER** shall be referred to individually as a "**Party**" and collectively as "**Parties**"

**WHEREAS:**

- A. The **OWNERS** and the **DEVELOPER** are interested in developing land owned and possessed by the owners into an appropriate commercial project. The land which is proposed to be developed has been detailed hereinafter.
- B. The following land remains the subject matter of the present collaboration agreement:

**land comprising in rectangle number 9 Killa number 2 min (2-0), 4/1(5-19), 3/1/1(2-2), 3/2/2(4-6), 7/2/1(2-18), rectangle number**

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**7 Killa number 22/1 min(0-15) total land 18 kanal 0 Marla situated in the revenue estate of village Pawala khusrupur , Sector-106, Gurgaon (hereinafter referred to as the said land).**

- C. The OWNERS has confirmed the Ownership as well as possession of the OWNERS with regard to the said land. The OWNERS has further represented that under the prevailing state and central laws said land is legally capable of being developed into a commercial project. The developer has physically inspected the location of the said land and has correlated the same with the development plans of the area and is fully satisfied that the said land is capable of being developed into a commercial project which would be beneficial to the OWNERS as well as the developer. The owners has further confirmed that there is no legal impediment, defect in title of the owners or any other encumbrance upon the said land to the developer. The owners confirms to the developer that he will make sure that the said land shall be 2.25 Acres approx. at its own cost, before the Developer applies for the license.
- D. The developer has further represented that it holds the requisite expertise, financial capacity and technical knowledge to undertake the development of a project of such magnitude. The developer has also represented to the owners that it would be able to develop the said project as per the terms and conditions of the present collaboration agreement. Relying upon these representations made by the developer, the OWNERS has agreed to enter upon the present development agreement.
- E. Based on the representations of the Parties, made to each other, the parties have agreed to enter into this Agreement based on the terms and conditions, appearing hereinafter.

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**NOW THEREFORE IT IS HEREBY AGREED, DECLARED, AND CONVEYED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. This Agreement shall be valid, even after the Building on the Said Land gets completed and hand over of OWNERS share to the **OWNERS**, unless otherwise terminated. That the subject matter of the present collaboration agreement is development of a commercial project upon the said land. The said land has been detailed in the preceding paragraphs of this agreement and has been more fully detailed in the schedule appended to this agreement.
2. That at the time of execution of the present agreement the developer has made payment of Rupees **5,00,000/-** to the owners. This payment has been termed as interest free non-refundable security. This amount shall be refunded in total and without any interest by the OWNERS to the developer incase of termination of this present agreement.
3. That time shall be of essence in this agreement. Certain specific timelines have been agreed upon between the owners and the developer related to various aspects of the project. these timelines have been considered thoroughly not only by the owners but by the developer as well and the parties hereto are agreeable to these timelines. That the timelines which have been agreed are:
  - i. The developer shall be bound to apply a letter of intent for development of a commercial project upon the said land within a period of **3 months** from the date of execution of the present agreement. Such a license shall be applied qua the land detailed in Para no. B.
  - ii. That the developer shall be bound to obtain the license for development of a commercial project upon the said

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land within a period of **6** months from the date of letter of intent.

- iii. The developer shall be bound to complete the said project (in legal sense and habitable condition) within a period of four years with a grace period of **6** Months from the date of license.
4. That with the execution of the present agreement the developer shall be entitled to enter upon the said land for the limited purposes of taking a survey, demarcation. The actual physical possession of the said land shall be delivered by the owners to the developer once the Letter of Intent has been obtained by the developer for development of the proposed project.
5. That for the purposes of applying in obtaining a license a special power of attorney has been executed by the owners in favour of the nominee of the developer namely **Sh. Abhinav Gupta S/o Sh. Ranjan Gupta.**
6. Once the developer is successful in obtaining a Letter of Intent for developing a commercial project upon the said land, the owners shall execute a general power of attorney in favour of the nominee of the developer for the purposes of the agreement. The draft of the general power of attorney has already been negotiated between the parties.
7. Once the actual physical possession of the said land has been delivered by the owners to the developer, the same shall not be disturbed by the owners except in case of termination of the present collaboration agreement.
8. That the developer shall be bound to obtain all the necessary licenses, permissions, clearances, sanctions which may be required from any authority or department of the state government or the

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central government for developing a commercial project upon the said land. The cost and expenses in this regard shall be entirely borne by the developer. Under no circumstances would be the owners liable to pay any such costs and expenses relating to any aspect of the project.

9. That the development charges, construction cost, fees, levies, penalties related to the proposed project shall be entirely at the liability, cost and expenses of the developer. The owners shall not be liable to pay the same with regard to their share or otherwise however it is agreed that in case the owners transfers any portion of their share/area in the commercial project in favour of any person of the owners then such transferee shall be liable to make payment of the development charges only to the developer.
10. That towards the consideration of contributing their land for development and towards the consideration of developer incurring expenses for developing the said land, the owners shall be entitled to **36.5% (Thirty Six & Half Percent)** share in the said project whereas the balance share **63.5% (Sixty Three & Half Percent)** shall belong exclusively to the developer. That the aforementioned share of the owners shall be in the saleable built-up area, compounded area, parking area etc i.e. in all aspects of the project.
11. That after obtaining the license for development of a commercial project the developer shall be liable to get sanctioned the building plans for the proposed project. Once the building plans have been sanctioned, within a period of 60 days there from, share of the owners shall be demarcated and identified in such building plans and shall be confirmed to be of the owners by way of issuance of allotment letters or any other document which may be required by the owners.

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12. The developer has agreed not to alienate any portion of the proposed project without allotting and the demarcating the share of the owners in the proposed project. Once the share of the owners has been identified, the owners shall be fully entitled to alienate and transfer the same as per law. in such an eventuality the owners shall be exclusively entitled to the consideration and all charges for sale of such area (except external development charges and idc and other development charges). in case of such sale the developer shall be bound to record the name of the transferee in its records and issue appropriate documentation in favour of the transferee in confirmation of the title/allotment of the transferee. In case such a transferee requires any loan facility then the developer shall provide documentation related to the project which may be required by the transferee for availing such loan facility.
13. That in case in terms of change in policy , modification in policy or otherwise the developer in entitled to construct additional area upon the said land and said project then the owner shall be entitled to their share in such additional area only with mutual agreed terms and conditions with the Developer.
14. That the developer shall be bound to complete all formalities and requirements towards HRERA. In case any penalty is imposed by HRERA or in case any claims made by the allottee on account of any default on the part of developer then the developer shall be liable towards the same and the developer shall keep the OWNERS saved and indemnified against such penalty and action.
15. That in case the developer fails to make the payment of External development charges, IDC which results in levying of penalty or levy of interest or cancellation of permissions pertaining to the said project then the developer shall be solely liable towards the same and the developer shall keep the owners saved and indemnified in this regard.

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16. The OWNERS shall not commit any act, take any action, execute any deed which may create any obstruction in the development work of the proposed project. Once the actual physical possession has been transferred to the developer, the owners shall not interfere in the possession and work of the proposed project. However the owners shall be fully entitled to inspect the construction quality, construction work in the development stage of the project.
17. That the developer has categorically represented that it would be able to complete the said project within a period of 4(Four) years and with a grace period of 6 (six) months commencing from the date of grant of license. In case the developer fails to do so, the OWNERS shall be entitled to damages and compensation on account of non- delivery of their share in the project to the extent of rupees10/- per square feet of the total area (saleable built-up) falling to the share of OWNERS, per month. The liability to make payment of this amount shall continue till the actual physical possession of legally completed and habitable area is delivered to the owners. The developer acknowledges that the aforementioned amount is a fair assessment of the minimum losses and damages with the OWNERS shall be suffering in case of non-delivery of their share in the proposed project. The developer undertakes not to challenge the extent of the aforementioned amount.
18. That it is hereby agreed between the Parties that the Construction Work of the Building will be sole and exclusive responsibility of the **DEVELOPER** and the **OWNERS** shall not invest any amount or finances or time whatsoever, at any time in the Construction Work and development of the Building. The developer shall be bound to obtain OC and CC once the project is complete.
19. The **OWNERS** shall have unhindered access to its allocation of super area/ Saleable area with possession, usage and ownership of

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- the said units/floors, and undivided, indivisible and impartible land rights/ share underneath the Building along with the other OWNERSs/occupants of the Building, all the common areas and facilities such as entrance, passages, staircase, lift, parking, etc.
20. The **DEVELOPER** shall have unhindered access to his allocation of super area/ Saleable area and area for parking and to commonly use along with the other **OWNERSs/occupants** of the Building, all the basement and common area and facilities such as entrance, passages, staircase, lift, sewer lines, shafts, mumty for water tanks and television dish antenna, underground/overhead water tanks and space for electric and water meters etc.
  21. The **OWNERS** represents that the title to the Said Land as aforesaid is marketable and subsisting. The **DEVELOPER** shall, as and when required, provide the **OWNERS**, access to all the licenses and approvals obtained by the **DEVELOPER**.
  22. That the developer shall not assign the development rights which have been accorded to it to the present agreement without the consent of the OWNERS. This consent would be in person and would not be considered valid if given to any power of attorney holder of the OWNERS. The nature of the project will not be changed without written consent of the OWNERS. The developer shall have full discretion to name the project.
  23. The building plans shall be sanctioned by the developer in the mode and manner so that maximum area may be constructed upon the said land. As already stated the costs and expenses for getting the building plan sanctioned, responsibility for preparing the building plan shall solely of the developer.
  24. The Parties have agreed that the **DEVELOPER** shall only have rights in the Building in terms of this Agreement, until the **DEVELOPER** discharges all of its obligations under this Agreement and makes available to the **OWNERS its share of area**. It is clarified that the **DEVELOPER** shall not be entitled to execute and

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register the sale deed/lease deeds/license deeds, except after registration required under the HRERA, or to deliver physical possession of its allocation in the Building till such time the construction of the Building has been completed and occupation certificate has been obtained from the concerned statutory authority.

25. The **DEVELOPER** shall prepare the necessary plans/drawings/designs for the construction of the Building in sync with prevailing and applicable statutory norms / laws. The **DEVELOPER** shall obtain all consents, licenses, permissions, authorizations, and approvals viz sanction including but not limited to sanctioned building plans, No Objection Certificate (NOC) from Ministry of Environment and Forests, NOC from state pollution board, NOC from airport authority, environmental clearances, External Development Charges (EDC), Internal Development Charges (IDC), augmentation charges etc. required to commence and complete the Construction Work of the Building, which are required by applicable law/ regulation at its own cost and the **OWNERS** shall not be liable to take any approval from any statutory authority regarding the aforementioned Construction Work and shall not pay any costs of such licenses, permissions, authorizations, and approvals etc.
26. The **DEVELOPER** shall be responsible for payment of all income tax, capital gain tax, and any other taxation liability of any nature whatsoever, arising out of, or in connection herewith and out of the Construction Work of the Building. All documentation and paperwork in respect of the such approvals to be obtained for commencement and completion of the Construction Work for the Building shall be drawn and prepared by the **DEVELOPER** and shall be submitted by the **DEVELOPER** with the concerned statutory authorities for approval.

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Abhinav Gupta  
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27. The **DEVELOPER** shall make sure that the construction of the Building is compliant with the rules and regulations laid down by Real Estate (Regulation and Development) Act, 2016 (RERA) and obtain RERA Certification After the grant of license, In pursuance to this Agreement and the consideration reserved hereof and the obligations undertaken by each Party hereto, the **OWNERS** does hereby permit the **DEVELOPER** or its agents or contractors or architects or surveyors or workers or persons claiming under him to enter the Said Land for undertaking the construction of the Building and the **OWNERS** covenants to the **DEVELOPER** that such permission shall not be revoked until all the objects of this Agreement have been met or termination of this Agreement.
28. That the entire cost of construction of the Building including cost of material, labor and the charges for time extension, if any on the above Said Land shall be borne solely by the **DEVELOPER**.
29. The developer shall not obtain a loan or mortgage upon the said land in the matter without providing adequate security to the bank/financial institution so that in case of non-payment of the loan the said land may be saved from any adverse action by the bank/financial institution. The **DEVELOPER** shall, if required, only use its part of the super area on the Building to procure bank loan and shall not be entitled to use any part of the **OWNERS**'s share in the area or any other part of the Said Land.
30. The **OWNERS**'s share in the project shall be the absolute property of the **OWNERS** and he shall be entitled to sell, mortgage, gift, lease or otherwise dispose of the same or any part thereof and he shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing, arising or flowing therefrom.
31. The **DEVELOPER**'s share in the Building shall be the absolute property of the **DEVELOPER** and he shall be entitled to sell, mortgage, gift, lease or otherwise dispose of the same or any part

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 Director  
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thereof and he shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing, arising or flowing there from.

32. The **DEVELOPER** shall, itself or through nominated maintenance agency (hereinafter referred to as "Maintenance Agency") appointed by the **DEVELOPER** provide the operation, maintenance and upkeep services in the Building. The **DEVELOPER**/maintenance agency shall be responsible for the maintenance, preservation and upkeep of the Building including but not limited to operation of common services and management of common areas and facilities, maintenance of sanitary conditions, power backup, lighting of common passage, firefighting equipment's, landscaping, plumbing water tanks, water distribution, disposal systems etc. The cost of maintenance charges shall be borne by the parties in their area sharing ratio. The owners shall not pay the maintenance charges till their area is leased for the First time. After the first lease is over the OWNERS are bound to pay the maintenance charges to the developer or the agency.
33. The Parties agree that in case of any delay in the Construction Work of the Building, the **OWNERS** may send notice to the **DEVELOPER** enquiring for reasons of such delay. The **DEVELOPER** shall be duty bound to give valid explanation.
34. That the **DEVELOPER** shall be entitled to appoint one or more contractor / sub-contractor(s) either for undertaking the Construction Work as stated in this Agreement or for supplying labour or for buying material for the Construction Work. Provided that all such contracts entered by the **DEVELOPER** with such contractor / sub-contractor(s) will be subject to this Agreement, but there will be no privities of contract between the **OWNERS** and contractor / sub-contractor(s). The **DEVELOPER** will be solely liable and responsible for the acts of commission or omission of the contractor / sub-contractor(s) or its employees.

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35. The **OWNERS** will execute and register irrevocable General Power of Attorney and confer the irrevocable rights to the **DEVELOPER** conceptualize, promote, construct, sell and develop the Project (hereinafter referred to as "**Development Rights**") for the Building and on behalf of the **OWNERS** to undertake the Construction Work of the Building and also to represent the **OWNERS** in any Government / Quasi Government agency and /or before any Court of Law. Subject to fulfillment of the obligations of the **DEVELOPER** in a timely manner, the **OWNERS** agrees and undertakes that he shall not revoke/ cancel/ annul the Development Rights so granted by him to the **DEVELOPER**.
36. The **DEVELOPER** shall construct the Building in accordance with the sanctioned / approved Building Plans.
37. The **DEVELOPER** shall be at liberty to enter into separate contracts in its own name with architects and professionals in the construction field.
38. That the **DEVELOPER** shall be fully liable and responsible for the storage and safety of the materials and provide the insurance for all materials lying at the site and shall make good any damage, theft and/or loss caused to the materials at its sole cost and expense. All the taxes and other surcharges on construction materials shall be borne solely by the **DEVELOPER** and shall not be passed onto the **OWNERS** at any point during or after the Construction Work of the Building is complete. In case of any claim and/or prosecution of any nature on account of any damage/loss/theft of the materials during and/or after the execution of the works, the **DEVELOPER** shall be exclusively liable for the same and shall, forthwith settle the claims and repair and/or replace the materials as the case may be. The **DEVELOPER** shall indemnify the **OWNERS** against all risks, costs, losses, damages.

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39. The **DEVELOPER** shall provide the electricity, water and/ or any other utility usage connections during the construction of the Building.
40. The power, fuel or any other means of energy and other utilities required for Construction Work shall be arranged by the **DEVELOPER** at its own cost.
41. That after the occupancy certificate, the **DEVELOPER** shall immediately handover to the **OWNERS** share, the **OWNERS**.
42. That as already stated The **DEVELOPER** shall complete the construction within 4 (Four) years with a grace period of 6 months from the date of obtaining the License and all permission like environment clearance etc. That non-grant of other permissions such as environmental clearance or registration with RERA would not be a factor to exclude time taken in such clearances and registration in context or completion of the project. However, if any permission is delayed on the ground of specific government policies, injunction orders, war, riot then such period would be excluded from the total time. That subject to payment of the damages and compensation amount which has been mentioned in this agreement the developer shall be entitled to a grace period of six months commencing from the expiry of the period of four years agreed for completion of the project, to complete the project. Still if the developer fails to complete the project then the OWNERS shall be entitled to take appropriate legal action in this regard.
43. "Force Majeure" for the purpose of this agreement shall mean AND ONLY MEAN acts of god i.e. fire, drought, flood, earthquake, epidemics and other natural disasters; explosions or accidents; war and hostilities of war, riots or civil commotion; strike or lockout, riots, insurrection, war (undeclared or declared), change in Government policies in according of sanctions/permissions, restraint from courts, authorities, tribunals.

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all the property tax due / payable prior to this present Agreement, in relation to the Said land, whether demanded or not, shall be borne exclusively by the **OWNERS**.

49. The Said Land shall not be mortgaged for loan by the **OWNERS** at any time from this point forward. Further, there shall be no liability on the **OWNERS** in regard to any such debts and in the event of any default in repayment of any debt incurred by the **DEVELOPER** After obtaining LOI and as per applicable policy.
50. After obtaining LOI and as per applicable policy, The **DEVELOPER** shall be entitled to erect boards in the Said Land and around the vicinity for sale, lease or renting of the Building and publish in the newspaper(s), magazine(s), website(s) and such other media calling for applications forms from prospective investors or purchasers at its own cost.
51. The **DEVELOPER** shall market the entire project, at its own cost, and shall inform the **OWNERS** in case of any offer for sale, lease as to the **OWNERS's** share and thereafter if required by the **OWNERS**, the **DEVELOPER** may facilitate a meeting between the **OWNERS** and such prospective purchaser/tenant provided terms and conditions of the same are agreed between the **DEVELOPER** and the **OWNERS**. **The OWNERS will pay professional charges for leasing to the facilitator.**
52. That After Sanction of Building Plans and allotment of share of the owners, the **DEVELOPER** shall be entitled to enter into agreements for sale of the **DEVELOPER's** share in the Said project along with proportionate, impartible and indivisible **OWNERS** ship rights in the land underneath the said building to persons deemed fit by the **DEVELOPER** and further, the **DEVELOPER** shall be entitled to

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receive payment directly from such purchasers. Similarly the OWNERS shall be entitled to do the same with regard to their share. The stamp duty, registration charges and expenses in connection with the preparation and execution of the Deeds, Conveyance and other documents relation to the Building to be conveyed to the **DEVELOPER** or its nominee(s) shall be incurred by the **DEVELOPER**/its nominee(s).

53. The **DEVELOPER** shall keep the **OWNERS** fully indemnified from against any loss or liability, cost or claim action or proceedings that may arise against the **OWNERS** in respect to Building on the Said Land thereon by reason of any failure on the part of the **DEVELOPER** to discharge its liabilities and obligations to the labor employed or contractors or, suppliers of construction material, architects or on account of any difficulty in the construction or on account of commission or omission in putting up the construction on the Said Land.
54. The **DEVELOPER** shall indemnify and hold harmless the **OWNERS** in respect of all claims, damages, compensation or expenses payable in consequence of any loss, injury or accident sustained directly or indirectly to any of the laborer's and employees engaged by the **DEVELOPER** for the construction of the Building whether in the employment of the **DEVELOPER** or not, while in or during the construction of Building. Further, the **DEVELOPER** shall also indemnify the **OWNERS** in respect of deposit of all statutory dues of workers engaged by the **DEVELOPER** or by its contractor towards PF, ESI etc. The **DEVELOPER** shall be liable for any demand raised by any authority and keep indemnified the **OWNERS** for such demands.
55. The **DEVELOPER** shall indemnify the **OWNERS** if the **OWNERS** bears loss/damage for a wrongful act includes damages, judgments,

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b) The **OWNERS** undertakes to produce original title and related paperwork to the **DEVELOPER** as and when needed. The **OWNERS** confirms that it shall not encumber the Ownership of the said Land by mortgage or sale in any manner.

57. The **OWNERS** and the **DEVELOPER** hereby represent and warrant to each other that:

- i. Each Party has full power, authority, legal right and capacity to enter into and perform their obligations under this Agreement.
- ii. Each Party has absolute authority and resources to execute, deliver and perform the rights and duties as mentioned under this Agreement.
- iii. All information furnished by the Parties in connection with this Agreement does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein the light of the circumstances under which they are made. Each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties, which, if disclosed, may adversely affect the decision of a Party considering whether or not to enter into this Agreement.
- iv. All leasing, sale of the units in the Building shall be made in accordance with provisions of RERA Act/Rules;
- v. It is agreed that the developer shall allocate retail area and office area proportionately as per area sharing ratio. It is agreed that Office area would be allocated floor wise.

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vi. The Parties agree that under this Agreement, the developed area of the project including but not limited to the developed commercial component, super area/ Saleable area area, common amenities, terrace, basements, car parking and other area and facilities including indivisible and impartible in the land underneath the Building shall be shared between the parties in the ratio as mentioned herein below:

a. **OWNERS** :36.5% (Thirty Six & Half Percent) share

b. **DEVELOPER**: 63.5% (Sixty Three & Half Percent) share

58. The **OWNERS** possesses unrestricted, absolute right, title and interest in the Said Land and has vacant, peaceful, legal and physical possession thereof and no other person has any right, title, interest, claim or concern of any nature therein.
59. The said Land and all parts of it are free from all encumbrance and third party claims, including any prior sales/agreement of sale/collaboration etc., gift, mortgage, tenancy, claims, prior agreement to sell, security, income tax, wealth tax, attachment or any other registered or unregistered liens, encumbrances, whatsoever; **OWNERS** confirms that this is his self-acquired property and no HUF / Family funds have been used for the same.
60. There is no outstanding property taxes, rates, dues, cess, levies, including assessment, water charges, electricity charges, dues, or any other charges, under any applicable laws, required to be paid to any government authority or any other person in connection with the Said Land;
61. All information in relation to the transactions contemplated herein which would be material to the **DEVELOPER** for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to the **DEVELOPER**. All

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information contained or referred to in this Agreement which has been given to **DEVELOPER**, continues to be, true, complete and accurate in all respects and not misleading in any manner. All rents, rates, taxes, assessments, dues, duties, cesses, and other outgoings whatsoever payable in respect of the Said Land to all concerned governmental, semi-government and public bodies and local authorities have been duly paid and discharged till date; The **OWNERS** is solvent and in good financial standing to meet their respective obligations under this Agreement. The **OWNERSs** are not bankrupt under the Indian laws and are not party to any bankruptcy proceedings;

62. The **DEVELOPER** hereby represents and warrants to the **OWNERS** as follows:
- i. The **DEVELOPER** is solvent and in a good financial standing to meet their respective obligations under this Agreement. The **DEVELOPER** is not bankrupt under Indian laws and are not party to any bankruptcy proceedings;
  - ii. The **DEVELOPER** shall not assign any other **DEVELOPER** for the construction of the Building and shall not hand over the Construction Work or responsibilities to any third party except contractor/sub-contractor;
  - iii. The **DEVELOPER** does not have any pending or threatened litigation(s) including any appellate proceedings, arbitrations, suits, proceedings, disputes, lis-pendens, attachment, claims, demands, notices of acquisition or requisition, reservations, prohibitory orders, notices of any nature whatsoever which may result in causing hindrance to construction of the Building;
  - iv. The **DEVELOPER** shall keep the **OWNERS** indemnified if any loss is caused due to any action etc. taken by any government authority in respect of the Building, or any interest in it,

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*Ashinav Gupta*  
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revocation of any construction rights, due to the fault of the **DEVELOPER**;

v. The **DEVELOPER** may raise finance for Construction Work, at the **DEVELOPER**'s own cost.

61. Notwithstanding what has been stated elsewhere in this agreement, this Collaboration Agreement can be terminated by the **OWNERS** on accounts of the following:

(a) The developer fails to obtain the letter of intent within the prescribed timelines or as mutually agreed time with a notice period of 2 months.

(b) The developer fails to obtain the license within the prescribed time lines or as mutually agreed time with a notice period of 2 months.

(c) The developer fails to complete the project even after the expiry of the grace period or as mutually agreed time with a notice period of 2 months.

(d) In case the **DEVELOPER**'s work at the site has been stopped for more than 12 (Twelve) months, for any reason excluding the reasons of Force Majeure as mentioned in this Collaboration Agreement or for any mutually agreed reason. In such a case the agreement is terminable at the option of the **OWNERS**, by giving Two months' notice of such termination without consequence of any cost, damage or cost of construction, permissions, licenses, or any other cost the **DEVELOPER** may have incurred thereupon towards the **OWNERS**.

62. In the event of breach by either Party, the aggrieved Party shall be entitled to specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach

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Abhinav Gupta  
Director (Auth. Sign)

from the Party committing breach if the Party committing breach does not correct the breach within 60 (Sixty) days of receipt of notice from the enforcing party which has duly complied with all the provisions of this Agreement.

63. Any notice or other communication to be given under this Agreement shall be in writing and shall be served by personal delivery or by email or by prepaid registered post or by courier to Parties at the following addresses or as are notified by either Party to the other from time to time.


If to Amit Yadav S/o Sh. Rajinder Kumar S/o Sh. Ram Kishan  
Attention: Manish Kumar son of Mr. Sahib Singh  
Address: 137, Village Jahajgarh (Pavala Khusarpur), Daultabad(53),  
Daultabad, Farrukhnagar, Gurgaon, Haryana-122006  
Tel: 9971220005, 9990117575  
Email: manish.yadav44@yahoo.com, amityadav0095@gmail.com

If to **BNB Builders Private Limited:**

Attention: Mr. Abhinav Gupta  
Address: M-56 Greater Kailash II, Third Floor, New Delhi-110 048  
Tel: +919818701110/9811032043  
Email: abhinav@bnbgroup.in

Notices shall be effective when notices are delivered to the other Party

64. Any inter se dispute between the Parties hereto, regarding interpretation of any term of this Agreement, shall be resolved amicably by the Parties hereto and in case the same is not resolved then the dispute shall be referred to Arbitration in terms of Arbitration and Conciliation Act of 1996. The place of arbitration shall be

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**BNB Builders Pvt. Ltd.**  
*Abhinav Gupta*  
Director (Auth, Sign)

Gurugram. This Agreement is amenable to the sole jurisdiction of the Gurugram Courts.

1. Neither Party shall sue the other party without prior notice thereof to the other party and this Agreement or obligations undertaken herein by the Parties shall be in force and not be suspended and the rights of the other Party shall be in force unless restrained by a Court.
65. Modification: This Agreement may not be modified or amended in any respect, except in writing signed by the authorized representatives of the Parties.
66. Non-Waiver: Failure by either Party hereto to enforce at any time or for any period of time the provisions of this Agreement shall not be construed to be waiver of any provisions or of the right to enforce each and every provision of this Agreement
67. Severability: In the event that anyone or more provisions of this Agreement shall be deemed to be illegal or unenforceable, such illegality or unenforceability shall not affect any of the remaining legal and enforceable provisions hereof, which shall be construed as if such illegal
68. or unenforceable provision or provisions had not been inserted.
69. Relationship: Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties.
70. Exclusivity: The Parties agreed and acknowledge that this Agreement is on exclusive basis.

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71. Assignment: The **DEVELOPER** and **OWNERS** shall not assign this Agreement either in part or whole without prior written consent of the **OWNERS**.
72. Entire Agreement: This Agreement constitutes the entire understanding between the Parties and may not be changed or amended, except if in writing signed by both the Parties.
73. Survival: The provisions of clauses, warranties and representation, confidentiality, indemnity, intellectual properties, nature of agreement, governing law and jurisdiction etc. shall survive the expiry or earlier termination of this Agreement for any reason whatsoever
74. Counterparts: This Agreement may be executed in 3 (Three) Originals. One shall be retained by the **OWNERS**, and Two shall be retained by the **DEVELOPER**, one for itself and one for DTCP.

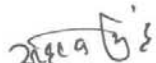
**In Witness whereof**, the Parties above named are executing this Agreement in the presence of witnesses attesting hereunder on the day, month and year hereinabove first mentioned.

Signed and delivered for and

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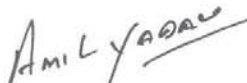
**Sh. Rajinder Kumar,**

  
**Sh. Parmod Kumar**

  
**Sh. Sahib Singh**

  
**Sh. Manish Kumar**

  
**Sh. Vinod Yadav**

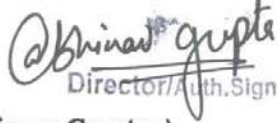
  
**Sh. Amit Yadav**

  
**Mr. Neeraj Yadav**


  
**Mr. Pankaj Yadav**

**BNB Builders Pvt. Ltd.**  
  
**Director/ Auth. Sign**

Signed and delivered for and  
On behalf of **M/s BNB Builders Private Limited**  
Through its Director  
**BNB Builders Pvt. Ltd.**

  
Director/Auth. Sign

**(Abhinav Gupta )**

  
Drafted By  
**SHIV KUMAR SINGH**  
Advocate  
Distt Courts, Gurugram


Witnesses:

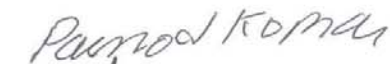
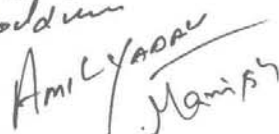
1.   
**Shiv Kumar Singh**  
Advocate  
Distt. Court, Gurugram

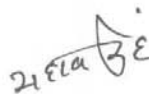
  
**Deepak Kumar**  
Advocate  
Distt. Court, Gurugram


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R/o 402 Solitaire Plaza MG Road GGM

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Anil Yadav  
Mamish

  
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SCHEDULE I

Land Details

land comprising in rectangle number 9 Killa number 2 min (2-0), 4/1(5-19), 3/1/1(2-2), 3/2/2(4-6), 7/2/1(2-18), rectangle number 7 Killa number 22/1 min(0-15) total land measuring 18 Kanal 0 Marla situated in the revenue estate of village Pawala Khusrupur, Sector-106, Sub-Tehsil Kadipur, Distt. Gurugram, Haryana (hereinafter referred to as the said land) of the Master Plan 2021 Sub-Tehsil Kadipur and District Gurgaon, Haryana

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BNB Builders Pvt. Ltd.

*Abhinav Gupta*  
Director Auth. Sign

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*Amal Yadav*  
*Pranav Kumar*

*20/07/22*  
*8 July*

*Pranav Kumar*