

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 24/10/2024

Certificate No. G0X2024J2047



Stamp Duty Paid : ₹ 3255000
(Rs. Only)

GRN No. 122866542



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Standard Farms Pvt ltd

H.No/Floor : W4d204/5

Sector/Ward : Nil

LandMark : Keshav kunj western avenue

City/Village : Sainik farms

District : New delhi

State : New delhi

Phone: 98*****56



Buyer / Second Party Detail

Name : Nbsam Construction Private limited

H.No/Floor : F136

Sector/Ward : Nil

LandMark : Jawahar park

City/Village: Khanpur

District : Delhi

State : Delhi

Phone : 98*****56

Purpose : 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>

COLLABORATION AGREEMENT

11177
13/11/2024

This COLLABORATION AGREEMENT is made at Gurugram on this 5th day of November 2024;

BY AND BETWEEN:

M/s Standard Farms Private Limited (SFPL), having its Registered Office at W4D, 204/5, Keshav Kunj, Cariappa Marg, Western Avenue, Sainik Farms, New Delhi - 110062, represented by its authorized signatory, Mr. Satyawan duly authorized vide Board Resolution (hereinafter collectively referred to as the "First Party / Land Owner", which expression shall include its legal representatives, executors,) of the **FIRST PART**;

AND

M/s. Raheja Developers Limited, having its Registered Office at W4D, 204/5, KeshavKunj, Cariappa Marg, Western Avenue, Sainik Farms, New Delhi - 110062, represented by Mr. Sandeep Yadav, duly authorized vide Board Resolution dated 18.09.2024 (hereinafter referred to as the "SECOND PARTY / CONFIRMING PARTY". Which expression shall, unless the context otherwise specifies, mean and include its permitted assigns) of the **SECOND PART**.

For Standard Farms Private Limited

For RAHEJA DEVELOPERS LTD.

NBSAM Construction Private Limited

Auth. Signatory

Director / Auth. Signatory

Auth. Signatory

प्रलेख न:11177

दिनांक:13-11-2024

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील सोहना

गांव/शहर Sohna

धन संबंधी विवरण

राशि 162524992 रुपये

स्टाम्प ड्यूटी की राशि 3250500 रुपये

स्टाम्प नं : G0X2024J2047

स्टाम्प की राशि 3255000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:122866773

पेस्टिंग शुल्क 0 रुपये

Drafted By: C P BHATEJA ADV

Service Charge:0

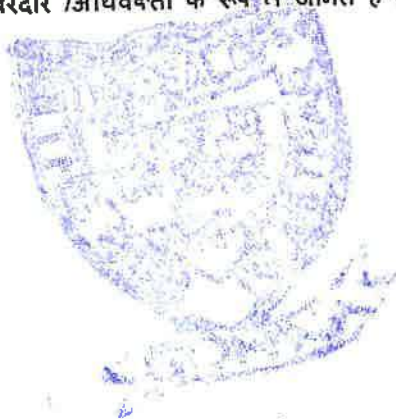
यह प्रलेख आज दिनांक 13-11-2024 दिन बुधवार समय 5:35:00 PM बजे श्री/श्रीमती /कुमारी
MS STANDARD FARMS PRIVATE LIMITED thru SATYAWANOTHER निवास W4D 204/5 KESHAV KUNJ
CARIAPPA MARG SAINIK FARM DELHI द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

SUB REGISTRAR
SOHNA

उप/संयुक्त पंजीयन अधिकारी (सोहना)

हस्ताक्षर प्रस्तुतकर्ता
MS STANDARD FARMS PRIVATE LIMITED

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी NBSAM CONSTRUCTION PVT LIMITED thru SUJEET YADAVOTHER हाजिर
है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी VIJAY SINGH पिता RATTAN CHAND
निवासी SOHNA व श्री/श्रीमती /कुमारी WASIM पिता SAMIM
निवासी SOHNA ने की।
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।



SUB REGISTRAR
SOHNA
उप/संयुक्त पंजीयन अधिकारी (सोहना)

AND

M/s. NBSAM Construction Pvt Limited, having its Registered Office at F-136, Jawahar Park, Khanpur, Delhi represented by Mr. Sujeet Yadav, duly authorized vide Board Resolution (hereinafter referred to as the "THIRD PARTY / DEVELOPER", which expression shall, unless the context otherwise specifies, mean and include its successors, nominees and permitted assigns) of the THIRD PART.

(The "Owner", the "Developer" and the "Confirming Party" are hereinafter collectively referred to as the "Parties" and individually as a "Party").

WHEREAS:

- A. The Land Owner is the absolute owner and have all rights, title and interest in parcels of land aggregating 7.3875 acres situated at Raipur, Gurugram, (hereinafter referred to as the said "Owner's Land" and fully described in Schedule I.
- B. The Confirming Party is inter - alia engaged in the development and construction of integrated residential / commercial plotted colonies / group housing apartments and is well reputed and experienced in this line of business.
- C. That both the Land Owner and the Confirming Party entered into a collaboration Agreement and submitted a license application to the Director, Town and Country Planning Department, Haryana ((hereinafter referred to as "DTCP") seeking a license to develop the Owner's Land into an Affordable Plotted Colony(DDJAY-2016).
- D. That the Director, Town and Country Planning Department, Haryana granted license bearing No. 28 of 2023 dated 9th February, 2023 (hereinafter referred to as "SAID LICENSE") to develop an Affordable Plotted Colony (DDJAY) ((hereinafter referred to as "PROJECT") over the Owner's Land measuring 7.3875 acres.
- E. That the Confirming Party could not develop the Project under the Said License granted by DTCP due to various reasons and in order to generate funds to regularize the dues on account of EDC and SIDC in various other licenses granted to the Confirming Party, the Confirming Party decided to transfer the development rights over the Said license granted by DTCP to the DEVELOPER who evinced interest in the project and accordingly, a tripartite agreement dated 30/4/2024 was executed among the Parties.
- F. That as per the terms of the tripartite agreement, an application was submitted to DTCP by the Parties seeking transfer of development rights in the Said License to the Developer.
- G. That DTCP has examined the proposal and granted in principle approval vide its Memo No. LC-4470/JE(SK)2024/21668 dated 16/7/2024 for Change in Developer in the name of the Developer over the Said License and Project in accordance with the policy No. PF-51A/2015/2708 dated 18/02.2015.

For Standard Farms Private Limited

For RAHEJA DEVELOPERS LTD.

NBSAM Construction Private Limited

Authorized Signatory

Director / Auth. Signatory

Director / Auth. Signatory

Reg. No.

Reg. Year

Book No.

11177

2024-2025

1



पेशकर्ता



दावेदार



गवाह

[Handwritten signature]

उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru SATYAWANOTHER MS STANDARD FARMS PRIVATE LIMITED _____

दावेदार :- thru SUJEET YADAVOTHERNBSAM CONSTRUCTION PVT LIMITED *[Handwritten signature]* _____

गवाह 1 :- VIJAY SINGH *[Handwritten signature]* _____

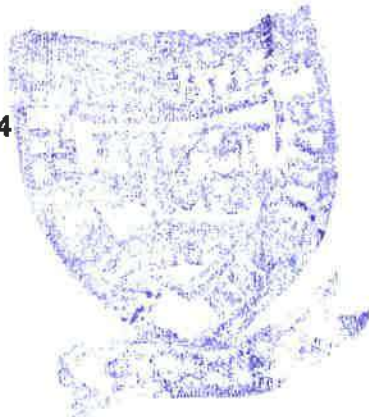
गवाह 2 :- WASIM *[Handwritten signature]* _____

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11177 आज दिनांक 13-11-2024 को बही नं 1 जिल्द नं 20 के पृष्ठ नं 152.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 616 के पृष्ठ संख्या 92 से 94 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।

**SUB REGISTRAR
SOHNA**

दिनांक 13-11-2024



उप/सयुक्त पंजीयन अधिकारी सोहना

- H. That as per the terms and conditions stipulated by DTCP in the in-principle approval, the Developer has to enter into a registered and irrevocable collaboration agreement with the Land Owner.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, the Parties have agreed to the following terms and conditions hereinafter contained:

1. SUBJECT MATTER

- A. That the Developer has made enquiries and satisfied itself that the Said Land can be utilized for the purpose of developing a Residential Plotted Colony under DDJAY after obtaining final approval for Change of Developer in its name from DTCP.
- B. That the Land owner assures the Developer and confirms that the Land Owner is the absolute owner of the said land and is entitled to enter this Collaboration Agreement with the Developer.
- C. The actual peaceful and vacant possession of the said land is transferred by the Land Owner to the Developer already on payment of Rs. 15.00 Crores as per terms of agreement simultaneously at the time of execution and registration of this Collaboration Agreement to enable the Developer to carry out survey, measurements, landscape, soil testing etc.
- D. In the event of any dispute, not related to the parties hereto, arising with any third party relating to the title, possession, and / or tenancies pertaining to the said land or any part thereof, the same shall be settled and resolved by the Land Owner at its own cost and risk.

2. CONSIDERATION

In consideration of transfer of Development Rights and Sales Rights, as per the terms of the Tripartite Agreement dated 30/4/2024, the Developer has made payment of Rs. 15.00 Cr directly to DTCP on account of dues under EDC and IDC in the other licenses granted to the Confirming Party towards re-schedulement of the said dues, as per the list / details shared by the Confirming Party.

TIME PERIOD

That the Developer shall complete the project as per planning and convenience of the Developer without any specific timelines.

3. OBLIGATIONS & COVENANTS

3.1 The Third party shall at its own cost, without any recourse whatsoever to the First Party, procure all approvals, permissions for Change of Land Use, license, occupation / completion

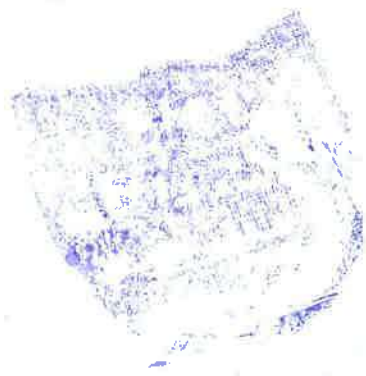
For Standard Farms Private Limited

For RAHEJA DEVELOPERS LTD.

For RAHEJA DEVELOPERS LTD.

Director / A.M. Signatory

Director / A.M. Signatory



certification, sanctions etc from all the concerned departments including Town and Country Planning Department, , offices, authorities etc.,

3.2The First Party and Second Party have executed herewith irrevocable General Power of Attorney/SPA in favor of the Third Party for the purpose of all actions necessary for commencement, compliances and completion of the project in all respects etc.,and have it registered in favour of prospective customers.

3.3Any fee, penalty or interest, of levied or demanded by any regulatory authority, shall be borne by the Third Party.

3.4The Third Party shall be responsible to complete the development of the Project in accordance with the approved license / plans / applicable laws without any recourse to the First Party.

3.5The Third Party shall apply, at its own cost and expenses, for obtaining various connections to the project including Electricity, water, sewer and other utilities.

3.6The Third Party shall apply and obtain RERA Registration of the Project and open required RERA Bank Accounts with any authorized bank of its choice. The First Party shall not interfere in selection of bank / branch for opening the required RERA Bank accounts.

3.7First Party andSecond Party shall indemnify Third Party against all acts of commission and omissions in relation to the said land, license, approvals, permissions etc,of whatever nature for the development of the same.

3.8The First Party and Second Party hereby agrees that the Third Party shall be free to sell, transfer, mortgage, collaborate, and enter into a joint venture qua the whole or part of the project.

OBLIGATIONS OF THE LAND OWNER

- A. That the Land Owner has herby handed over the possession of the land on as is where is basis and Third Party undertakes to have conducted due diligence and is fully satisfied with the rights title and interest of the First Party(landowner) and Second Party in the project.
- B. The Owner agree and undertake that they have executed and delivered all such documents, deeds, no-objection certificates, authorizations and have taken such other actions that may be required by the Developer to construct, comply,market and sell the developed areas of the said Land as may be required by Developer to work, consummate more effectively the purposes or subject matter towards completion of this project.
- C. The Owner, in assistance and cooperation of Developer, shall apply to the concerned Governmental Authority,RERA,or any other authority for grant of Project Approvals, which are necessary to commence the construction and development of the Project and Developer and its nominee is free to exercise all the rights of the First Party and Second Party for original signing and representing itself on their behalf without recourse to them. All the payments that shall be required to be made to the concerned development authority for obtaining the Project Approvals shall be made by the Developer directly to the concerned Governmental Authority.
- D. The Land Owner shall indemnify the Developer from past liabilities and/or claims.

OBLIGATIONS OF THE DEVELOPER

For Standard Farms Private Limited



For RAHEJA DEVELOPERS LTD.



Director / Adm. Signatory



Signatory



- A. That the Developer is responsible for conceptualization, development, construction, compliance marketing, advertising, sales, handling of distribution channels, collection management, post sales customer management and such other activities as may be necessary for the effective sale of units to be developed on the said Land to hand over possession and convey to ultimate consumers. The developer may develop the plots/floor/ in any manner.
- B. The Developer is at liberty to mortgage and encumber the said Land with any bank or financial institution for the purpose of raising any debt to fund the construction and development of the Project, on such terms and conditions as may be deemed appropriate by the Developer in its sole discretion. In case so desired by the Developer, the Owner shall present and/or execute all such documents as may be required for mortgaging the said Owner's Land.
- C. It is hereby agreed between the Parties that the Developer shall have the sales and marketing rights of the said Project without any intervention of the Owner.
- D. The Developer shall at its sole discretion to decide upon the sales plan and launching of the Project.
- E. The Developer shall be at liberty and shall be entitled to market, transfer, sell, alienate, lease, sublet, assign or dispose of the entire Project in whole or in part, in such manner as it may deem fit without requiring any consent from the Owner. In case desired by the Developer, the Owner shall execute all such documents as may be required to duly give effect to such transfer otherwise the developer can do the same acting on their behalf. The Developer shall be at liberty to collect and appropriate the sale proceeds, rent or other consideration pursuant to such transfer.
- F. All the statutory dues shall be discharged by The Developer.
- G. Developer will settle all pending/outstanding issues.

4. RIGHTS OF THE LAND OWNER

If there is any liability or claim in present or future raised by any third party be it financial institution, customers, or govt authorities the same will be discharged by the developer without recourse to land owner or remit the same to Confirming Party to enable it settle any unpaid liability or claims if any to the extent of any such liabilities accruing on this land only.

Third Party (Developer) is free to deal in any manner whether plots, construction of units as per DTCP policies

5. RIGHTS OF THE DEVELOPER

- A. That the Developer may develop the project independently or along with other land parcels, entities, arrangements including additional lands which are contiguous with the land parcels of the Land Owner after obtaining additional license from DTCP.
- B. That the Developer, on the strength of the present Collaboration Agreement, supported by the registered irrevocable GPA, SPA, BRs and clubbed with taking over the possession of such land also becomes legally and lawfully entitled to develop the entire said Land. The developer will get full-fledged ownership to own or to sell the developed land, plot, constructed area and commercials. The purchasers of the plots/Units falling in the Developer' share may take loans to purchase such plots.

For Standard Farms Private Limited

For RAHEJA DEVELOPERS LTD.

NCSAM Construction Private Limited


Authorized Signatory


Director/Authorized Signatory


Director/Authorized Signatory



of Standard Farms Private

- C. The Developer shall execute the entire sale related documents with customers for sale of the Project. Except as otherwise expressly provided for in this Agreement, all costs and expenses incurred by respective Parties in connection with this Agreement, including without limitation fees and expenses of its accountants, the auditor, consultants, legal counsel and tax advisors, shall be exclusively for the account of and shall be borne by such Party. Further, any stamp duty, registration charges or any other ancillary costs pertaining to this Agreement and/or the general power of attorney shall be solely borne by the Developer.
- D. It is hereby agreed between the Parties that each Party shall be responsible and liable in respect of goods service tax, income-tax and/or other statutory liabilities as per their respective sharing of the sale proceeds of the Project.
- E. The Developer shall have complete right to assign, transfer, charge or encumber its right and benefits under this agreement in favour of any other persons, whether in parts or in whole in respect of its share of area/plots without any consent/approval of the land owner.
- F. That the Developer shall be entitled to retain, lease, let out, sell or otherwise dispose of its respective share of the plots, etc. either in whole or in part, to any party as the Developer may deem fit. It is however further agreed that by virtue of general power of attorney granted by the Land Owner in favour of Developer or any of its nominees, if any documents are executed and receipts issued by the Developer for and on behalf of the land owner so as to confer title of any part of the Developer's share on any persons, then the same shall conclusively bind both the parties.
- G. That the sales promotions/marketing of the entire area pertaining to the Developer will be done by the Developer in any manner the Developer likes and deems fit and the land owner shall not interfere or object to the same.
- H. All the Liabilities of Confirming Party shall be owned by developer and developer will settle all the pending/outstanding issues.
- I. The developer shall have rights to construct/get floors constructed with larger township-Aranya.
- J. The developer shall have full powers / authority to seek migration / part migration of the license into Senior Housing or any other policy of DTCP; to avail higher FAR under TOD / TDR/ any other policy; to seek change of developer / transfer of license-either whole or in part, after obtaining approvals from DTCP/RERA/ANY OTHER DEPARTMENT, whenever required in future.

6. FORCE MAJEURE

In case of non-completion of the said project due to act of God such as earthquake lighting, floods, natural calamity/pandemic, epidemic etc. or any order or notification of the government or any other body or authority or any Court etc., civil commotion, labour or employee strike or

For Standard Farms Private Limited

For RAHEJA DEVELOPERS LTD.

NCSAM Consulting Private Limited

Authorized Signatory

Director / Auth. Signatory

Director / Auth. Signatory

by reason of war or enemy action or for any other reason beyond the control of Developer, the timelines shall be extended with mutual consent. Acquisition of Sector road and provision of basic services by the Government Agencies, such as water supply, sewerage, rain water lines, and electrical infrastructure development will also be considered as force majeure.

7. MISCELLANEOUS

- A. That this Agreement shall be irrevocable. Upon execution of the Agreement, Irrevocable Board Resolution and GPA, the Developer is competent to exercise all the powers required to complete the process of Change of Developer in its name without any recourse to the Land Owner and Confirming Party.
 - B. This it is clarified that after successful completion of the project, as provided herein, the ownership in the Said Land shall be of both the parties as per their respective share/entitlement and of plot owners.
 - C. That this agreement supersedes all prior discussions and correspondence between the parties with respect to the development of the said project. No changes, modifications or alterations to this agreement shall be done without written consent of the parties hereto.
 - D. That this agreement is not and shall not be deemed to be construed as a partnership between the parties.
 - E. That both the parties have agreed and undertaken to perform their part of obligation under this agreement with due diligence and mutual cooperation keeping in view the interest of each other and to execute and to do all acts deeds, matters and things whatsoever as may be necessary for implementing or giving effects to the terms of this agreement for completion of the project.
 - F. That if any provision of this agreement, at any time is determined to be void or unenforceable under any applicable law, such provision shall be deemed to be suitably amended or deleted in so far as reasonably consistent with the purpose of this agreement and to the extent necessary to confirm to the applicable law and remaining provisions of this agreement shall remain valid and enforceable in accordance with the terms.
 - G. That both the parties have represented to each other that they are authorized and duly competent to enter into this agreement and this agreement has been duly entered into between them of their free will.
 - H. That this agreement shall exclusively be subject to the jurisdiction of the courts at Gurugram.
8. That the terms & Conditions of this MOU/ Agreement shall be irrevocable and no modification/ alternation etc. in the terms & conditions of such MOU can be undertaken, except after obtaining prior approval of the DTCP, Haryana.
9. M/s. NBSAM construction Pvt Limited shall be responsible for compliance of all the terms and conditions of LOI/License, provisions of Haryana Development and Regulation of Urban Area Act, 1975 and the rules made there under till the grant of final Completion Certificate to the colony or relieved of the responsibility by the DTCP, Haryana, whichever is earlier.

10. ARBITRATION:

For Standard Farms Private Limited

Authorized Signatory

Director / Auth Signatory

NBSAM Construction Private Limited

Signature Signatory



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All disputes, controversies or differences which may arise between the Parties hereto, out of, in relation to or in connection with this Agreement shall be finally settled by arbitration by a sole arbitrator to be mutually appointed by the Parties in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The place of arbitration shall be Gurugram, India and the language of arbitration shall be English. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

For Standard Farms Pvt Ltd
For Standard Farms Private Limited


Authorized Signatory


For NBSAM construction Pvt Ltd


Authorized Signatory

For Raheja Developers Limited


Authorized Signatory

Witness - 1


Nigam Singh & Pritam Chahal
Mo Soher

Witness - 2

Wasiq
WASIM
Sahni.

of Standard



SCHEDULE I

Details of the Land owned by M/s. Standard Farms Pvt Ltd

Village	District	Rectangle no.	Killa no.	Area	
Sohna	Gurugram			Kanal	Marla
		294	5	8	0
			6	8	0
			14/2	5	10
			15/1	0	7
			15/2	7	13
			16 Min	4	1
			17/2 Min	2	0
		295	9/1 Min	4	15
			10	8	0
			11 Min	3	19
			12 Min	6	17
			Total	59	2

or 7.3875 Acres

For Standard Farms Private Limited

Authorized Signatory

For RAHEJA DEVELOPERS LTD.

Director / Auth. Signatory

NBSAM Construction Private Limited

Director / Auth. Signatory

