

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 21/01/2021

Certificate No. R0U2021A454



Stamp Duty Paid : ₹ 388000
(Rs. Only)

GRN No. 71644499



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: The haryana cooperative house Building society ltd
H.No/Floor : 00 Sector/Ward : 00 LandMark : 00
City/Village : Rohtak District : Rohtak State : Haryana
Phone: 99*****00



233

Buyer / Second Party Detail

Name : Ms om developers and Consultants
H.No/Floor : 00 Sector/Ward : 00 LandMark : 00
City/Village : Panipat District : Panipat State : Haryana
Phone : 99*****00

Purpose : E Stamping For Collabrations Stamp Paper

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

Amount : 1,93,75,000/- Rs.

Stamp : 3,88,000/- Rs.

e- Stamping Certificate No. R0U2021A454 GRN No. 71644499 Dated
21-01-2021 Rohtak

This Agreement of Collaboration is made and Executed at ~~Rohtak~~ on this day of

Apr. 6th. 2022

BETWEEN

The Haryana Co-op House Building Society Ltd. Rohtak through its President Harsh Kumar S/o Sh. Kalu Ram R/o House No 216-L, Model Town Rohtak The Haryana Co-op House Building Society Ltd., Rohtak bearing registration number 472 dated 08.03.1979 at 31 R Model Town Distt. Rohtak, Haryana (hereinafter called "THE SOCIETY" and the First Party which expression shall, unless repugnant or opposed to the context here of include their respective heirs, legal representatives, administrators, executors and assignees) of the First Part.


President,
The Haryana Co-operative
House Building Society Ltd.

For Om Developers & Consultant

Proprietor

दिनांक:06-04-2022

प्रलेख न:233

डीड संबंधी विवरण

डीड का नाम, COLLABORATION
AGREEMENT
तहसील/सब-तहसील रोहतक
गांव/शहर रोहतक

धन संबंधी विवरण

राशि 19375000 रुपये
स्टाम्प नं : r0u2021a454
रजिस्ट्रेशन फीस की राशि 50000 रुपये
स्टाम्प ड्यूटी की राशि 387500 रुपये
स्टाम्प की राशि 388000 रुपये
EChallan:0088680805 पेस्टिंग शुल्क 0 रुपये
Drafted By: . Service Charge:0

यह प्रलेख आज दिनांक 06-04-2022 दिन बुधवार समय 4:47:00 PM बजे श्री/श्रीमती /कुमारी
haryana co op house building society thru harsh kumar निवास rohtak द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/सयुक्त पंजीयन अधिकारी (रोहतक)

हस्ताक्षर प्रस्तुतकर्ता
haryana co op house building society thru harsh kumar

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी ms om developers and consultant proprietorship thru jatinder dhawan हाजिर हैं । प्रस्तुत
प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी औमप्रकाश नम्बरदार पिता --- निवासी
रोहतक व श्री/श्रीमती /कुमारी अनुप पिता ---
निवासी रोहतक ने की ।
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

उप/सयुक्त पंजीयन अधिकारी (रोहतक)

दिनांक 06-04-2022

AND

M/s OM Developers & Consultant proprietorship firm, having it's office at **33 Lal Tanki Market, Model Town - Panipat**, through it's proprietor Shri. Jatin Dhawan, R/o - H. No 6-7/20, 8 Marla, Model Town- Panipat (hereinafter called "**THE SECOND PARTY**") which expression shall, unless repugnant or the context hereof, includes its successors in interest, liquidators and assignees) of the "Second Part",

WHEREAS FIRST PARTY has acquired land measuring 4.84 acres land located at bearing Area 7 Bigha, 15 Biswa through khewat No 400, Khata No. 610, khasra no. 10878/7348(0-2), & Khewat no 401, Khata no 611, Khasra No. 17986/7371(2-4), Khewat No. 404 Khata No 614, Khasra No 7357(3-17), 12147/10879/7348(0-6), 17985/7371(1-6), in the revenue estate of Mauza Rohtak, within the limit of Municipal Corporation Rohtak by virtue of sale deed vide Vasika No. 1697 dated 10.06.1986 and Vasika No. 1703 dated 10.06.1986 registered in the office of Sub Registrar Rohtak & Jamabandi Year 2019-2020, Harsh Kumar S/O Sh. Kalu Ram H NO. 586/1 Ward No. 19, Model Town, Rohtak is the President of the Society is fully authorized by the society vide resolution no. 4 dated 12.06.2016 and resolution no. 3 dated 02.08.2021 to sign this agreement with the Second party.

AND WHEREAS the "**Society**" contemplates to develop the said land by constructed or Plotted Colony a Residential Complex.

AND WHEREAS the First Party invited sealed proposals to enter into a collaboration agreement from reputed consultant/service provider to obtain license and other approvals from concerned departments/authorities of Haryana Government for residential plotted colony.

AND WHEREAS the Second Party is well experienced in this line to collaborate with the First Party (i.e. the Second Party).

And Whereas the Second Party has agreed to provide the consultancy services to arrange the


President,
The Haryana Co-operative
House Building Society Ltd.


Far Om Developers & Consultant
Proprietor

Reg. No.

Reg. Year

Book No.

233

2022-2023

1



पेशकर्ता



दावेदार



गवाह



उप/सयुक्त पंजीयन अधिकारी

पेशकर्ता :- haryana co op house building society thru harsh kumar _____

दावेदार :- ms om developers and consultant proprietorship thru jatinder dhawan _____

गवाह 1 :- ओमप्रकाश नन्दवर्धन _____

गवाह 2 :- अनुप _____



प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 233 आज दिनांक 06-04-2022 को बही नं 1 जिल्द नं 1 के पृष्ठ नं 58.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 7 के पृष्ठ संख्या 70 से 79 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 06-04-2022

उप पंजीयन अधिकारी
उप/सयुक्त पंजीयन अधिकारी (रोहतक)
रोहतक

permission to set up the plotted colony under Town Planning Scheme / Urban Local Bodies from the government of Haryana/competent as per rules/regulations on the terms and conditions herein after appearing.


That the First party through the second party has been issued a letter of intent dated 26.05.2020 and final order of TP scheme vide letter no. DULB/CTP/2021/5782 Dated:-12.10.2021 for approval of Town Planning Scheme (Residential plotted) over the land measuring 4.843 Acres following in the Revenue Estate of Mauja, Rohtak (Sector 36-A) under Section 267 of the Haryana Municipal Corporation Act, 1994. This letter of intent had been issued on the basis of Collaboration Agreement dated 26.08.2016 and 02.08.2021 (which was an unregistered document).

Now, the terms and conditions have been revised and finally settled between the first party and second party and the same are being reproduced hereunder:

1. That there was a Collaboration Agreement between the First Party and the Second Party which was executed on 26.08.2016 and 02.08.2021 and on the basis of the same the letter Of Intent Dated 26.05.2020 and Final order vide letter no. DULB/CTP/2021/5782 Dated:-12.10.2021 has been issued by the Directorate of Urban Local Bodies, Haryana at Panchkula whereby the request of the First Party for a residential Plotted colony has been approved. The said permission has been granted for setting up the residential plotted colony over an area measuring 4.843 Acres comprised in Khewat No 400, Khata No. 610, khasra no. 10878/7348(0-2), & Khewat no 401, Khata no 611, Khasra No. 17986/7371(2-4), Khewat No. 404 Khata No 614, Khasra No 7357(3-17), 12147/10879/7348(0-6), 17985/7371(1-6), in the revenue estate of Mauja Rohtak within the limits of Municipal Corporation, Rohtak and the said land had been purchased by the First Party.
2. That the Second party undertakes to provide consultancy services for said Land at its own cost and expenses for a Residential Complex or Plotted Colony. The First Party agrees that it would vest in the second party all the rights of being owner for planning, dealing and completion


President,
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House Building Society Ltd.

For Om Developers & Consultant


Proprietor

of the plotted colony on the aforesaid land and all the expenses incurred for the said purpose would be borne by the second party. As the letter of intent and Final Order has already been sanctioned for setting up the plotted colony and if the land falls within the 24 meter wide Sector road then the remaining land would be utilized for raising the plotted colony.

3. That as the Letter of Intent and Final Order has been sanctioned as such the second party shall get the site plans prepared for the plotted colony in consultation with the first party and the second party undertakes to employ and engage reputed Architect for the said purposes at their own expenses.

4. That as the Second Party is providing the consultation as such the First Party has agreed to provide 15% of the plotted land of the above said 4.843 acres land in favour of the second party and in exercise their right the second party has reserved plot no. 6, 7, 8, 11, 12, 13, 14, 15 for themselves and 24 Plots of equivalent sizes almost for society members i.e First Party it is also agreed between the first party and second party that school and commercial area is the joint ownership of the both parties in agreed proportion i.e 85% of the first party and 15% of the second party. This agreement is irrevocable. However, the first party has agreed that the duration of the agreement would be 3 years from the Registration this agreement in the sub Registrar office Rohtak. The second party shall make all efforts for getting the all plan approved and would adhere to all the conditions of the Letter of Intent and Final Order. The first party has already deposited the external development charges of the land with the Haryana Shehari Vikas Pradhikaran and in case the same is adjusted by the Government then the second party shall pay their proportionate share to the first party. It has also been agreed that the second party shall be liable to pay development charges, EDC, IDC license Fees as demanded by the concerned department to the first party as per their 15% share in the plotted area of the whole project. It has been also agreed that First party will pay amount of Rs 1,77,75,000 (Rupees One Crore Seventy seven Lakh seventy five thousand only) to the second party to develop/construction of the said project within 15 days as demanded by the second party plus 15% of residential plotted as well


President,
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Society Ltd.

For Om Developers & Consultant


as commercial and Nursery School in whole plotted colony As the second party has already spent huge time and amount in obtaining the permissions and satisfying the conditions on the basis of which letter of intent and Final Order has been issued in favour of the first party in collaboration with the second party, as such the first party and their nominees and assignees have agreed that they would not backs out from this agreement under any circumstance. In case, the first party backs out then the second party shall have the right to get the agreement enforced through the Court of law at the entire risk and costs of the first party. This agreement is irrevocable and has to be enforced by both the parties under all circumstances.

5. That parties have further agreed that they shall be entitled to retain or let out or transfer out of their respective share of the built up areas as detailed above, any units or spaces in the Said Complex to be put up on the said Land to such person(s) as they deem fit provided that they shall not make any transfer contrary to the rules prescribed by The Town & Country Planning Department / Urban Local Bodies, Haryana or any other Authority(s) concerned with matter. The parties further agree and undertake to keep the other parties harmless and indemnified against all claims and demands resulting therefrom.

6. That all rates, cess and taxes due and payable in respect of the said land shall be borne by both the parties in agreed proportion i.e. 85% shall be borne by the first party and 15% shall be borne by the second party.

7. That all the selling rights including fixing of selling price etc in respect of the said respected/alloted plotted area will remain only with the First Party and Second Party. The marketing/sales team of the second party will also place themselves in the site office and will have smooth interaction with the project staff of the First Party.

8. That the First party undertakes to provide all documentary proofs which are requisite to the complete the formalities of the Directorate of Urban Local Bodies, Haryana and such other concerned authority(s) and further that the First Party shall also, within a week of receipt of any request from the Second Party, sign and execute such other documents, letters etc. as may be necessary for the grant of licenses and for giving effect to the terms of this Agreement. The First party further undertakes not to act contrary to the interest of the second party and would always facilitate in providing


President,
The Haryana Co-operative
House Building Society Ltd.

For Om Developers & Consultant

Proprietor

all the relevant documents, so that the plotted colony reaches its final stage.

9. That the First Party has further agreed to give irrevocable special power of attorney in favour of the second party through its Sole Proprietor Shri. Jatin Dhawan R/o -: 6-7/20, 8 Marla, Model Town- Panipat as their attorney(s) by separate documents for submitting application to the various authorities, for setting up the plotted colony under the Town Planning scheme and all other material required under the statute. However, the Second Party undertakes in its capacity as a consultant in terms of this Agreement, that the attorney shall not be misused at any stage and also not to do or cause to be done any act, omission or things which may in any manner contravene any rules, law or regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law.

10. That the First Party shall also execute and get registered in favour of the Second Party or its nominee a General Power of Attorney/ Special Power of Attorney within Fifteen Days desired by the second party empowering the attorney to book/sell their share of project and sign the allotment letter, seller-buyer agreement, sale deed, lease deed, gift deed or any other transfer of right title or interest instrument/document present such instrument, documents for registration before the concerned Registering authority and admit the exhibition thereof receive the consideration amount for completely and effectively transferring the title in respect of the whole or a part of the spaces/plots in the said project. However it is clearly agreed and understood that above will be implemented on the share of the Second Party except 85% share of the First Party. It has been further agreed that the second party shall be entitled to intermeddle with their 15% share in the land as per the agreement and not of the 85% share of the First Party. The Second Party being fully authorized of their 15% share can sign any document with the proposed buyer and the first party ratifies all the acts/deeds of the second party after LOI/final order of Approval. It is also agreed by the First Party/Society will enroll the new members if desired by the Second party for their respected share/above mentioned 8 plots/commercial area etc. and get the approval from Assistant Registrar Cooperative Society Department and society will bound comply the formalities of the concern departments for the approval. However the First Party/Society also undertake that they will cooperate to the Second Party for the transfer of second


President,
The Haryana Co-operative
House Building Society Ltd.

For Om Developers & Consultant

Proprietor

party respected share/area. It is also agreed that second party enter into sale agreement for their respected share on behalf this agreement .

11. That the Second Party shall be solely responsible and liable for payment of all dues to his workers/staff etc. All such claims and demands during term of this agreement shall be settled and cleared by the Second Party and no liability on this account shall fall on the First Party.

12. That the First Party shall have, the following rights and liabilities: -

- a) The Management Committee of First Party or its representative has a right to watch and supervise the job.
- b) The amount deposited with HUDA Department along with the application already filed in that office by the First Party will be adjusted towards statutory payment of First Party by the Second Party.
- c) That the First Party shall transfer the portion of land in favor of Second Party within 30 days from the declaration of approval of the T.P. Scheme of above land.
- d) That the First Party shall enroll Second Party to be its nominee/nominees as a member of Society within 15 days as desire by second party after issuance of Letter of Intent/approval from DGULB Haryana.
- e) That the First Party shall not interfere with or obstruct in any manner with the execution and completion of the work of Second Party.

13. That the second party shall have, the following rights and liabilities:

- (a) To nominate and engage qualified Architects & Engineers and their remuneration would be borne by the Second Party above and first party shall not be liable to make any payment.
- (b) That the Second Party shall follow the process of granting permission from government as per the terms of this agreement.


President,
The Haryana Co-operative

For Om Developers & Consultant

Proprietor

14. That the First Party has declared and represented to the Second Party that the Said Property is free from all encumbrances charges, gifts, lien, attachments, liabilities, tenancy, unauthorized occupation and claims whatsoever and that the First Party shall keep the property free from all encumbrances till the duration and implementation of this Agreement in all respects and the Second Party believing the representation of the First Party has entered into this Agreement.

15. That if there be any claims, demand, tax litigation of any nature whatsoever against the First Party, then it is a condition of this Agreement that the work of development and/or completion of the Said Complex Building(s) and for any matter incidental to this Agreement shall not at any time be stopped, prevented, obstructed or delayed in any manner whatsoever except in the case of compliances of any court orders.

16. That the First Party undertakes to execute all documents/ Agreement of assurances that may be necessary to be given for the purpose of this agreement.

17. That it is agreed between the parties that the possession of the said Land property once delivered/handed over to Second Party for the purpose of the above-mentioned Project shall not be disturbed and the second party shall not be dispossessed from the land under any circumstances.

18. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation 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 effect to the terms of this Agreement.

19. That this Agreement shall always be deemed to be subject to the usual forces major clause.

20. That the parties hereto have agreed and undertaken to pay their separate tax and other


President.

For Om Developers & Consultant

Proprietor

liabilities punctually and indemnify the other party(s) and said property, against any attachment, seizures or sale thereof.

21. That this Agreement merges and supersedes all prior discussion and correspondence between the parties and constitutes the entire Agreement between them. No changes or alteration to this Agreement shall be done without the written consent of the parties hereto.
22. That in pursuance of the due performance of the obligation and 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, administrators, liquidators and assign.
23. That if the Project is abandoned, neglected or otherwise fails due to breach of the contract and default on the part of the First Party, then it undertakes to keep the Second Party harmless and indemnified against all claims, demands, damages and losses.
24. That the parties hereto agree that if any dispute and / or difference arises between the parties in respect of the present Collaboration Agreement, same shall be settled through Arbitration by the Sole Arbitrator. It is also agreed between the parties that arbitration process shall be in accordance of The Arbitration and Conciliation Act, 2019. 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 proceeding shall be conducted in Chandigarh only. That the Punjab and Haryana High Court at Chandigarh, Courts in Rohtak subordinate to it, alone shall have jurisdiction in all matters arising out of, touching and/or concerning this transaction.
25. That for getting the present agreement registered all the expenses would be borne by the Second Party.
26. That this Agreement has been prepared in duplicate with Original Signatures /Thumb


President,
The Haryana Co-operative
House Building Society Ltd.

For Om Developers & Consultant

Proprietor


Impression of both the parties and attesting witnesses and one set has been kept by each party which is Original.

IN WITNESSES WHEREOF the present Agreement of Collaboration has been executed between the parties on the date and place first mentioned above in presence of witnesses.

Witness:

WITNESSES:

1. 
Anoop S/o Jagdish
VPO - Chhichhna Soupat

2. 
Parvinder Singh Desh. Manjit
Singh R/o H.M. 11 Kartar Chah
Nagar Panipat.

First Party



President,

The Haryana Co-operative
House Building Society Ltd.

Second Party

For Om Developers & Consultant


6/9/22

Proprietor

Drafted by

VINOD KAUSHIK

Adv. Rohtak

Dt.

ANNEXURE -A

DETAILS OF LAND AT Revenue estate of Mauza Rohtak Distt Rohtak

NAME	MUSTILE NO	KHASRA NO	TOTAL AREA (Bigha-Biswa)
THE Haryana C-op House Building Society Ltd. Rohtak		10878/7348 (0-2), 17986/7371 (2-4), 7357 (3-17), 17147/10879/7348 (0-6), 17985/7371 (1-6)	7 Bigha 15 Biswa


President,
The Haryana Co-operative
House Building Society Ltd.

For Om Developers & Consultant

Proprietor