

Non Judicial



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Haryana Government



Date : 07/09/2021

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Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 81582523



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Adhikaansh Realtors Pvt Ltd

H.No/Floor : Sb/c/2l/17

Sector/Ward : 67

LandMark : M3m urbana

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 93*****09



Buyer / Second Party Detail

Name : Aawam Residency Pvt Ltd

H.No/Floor : Sb/c/2l/17

Sector/Ward : 67

LandMark : M3m urbana

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 93*****09

Purpose : MEMORANDUM OF UNDERSTANDING



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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed at Gurgaon on this 28th day of September, 2021 ('MoU'):

BETWEEN

M/s. AAWAM RESIDENCY PRIVATE LIMITED a company incorporated and registered under the provisions of the Companies Act, 2013, having Corporate Identification Number (CIN) U70109HR2020PTC091883 and having its registered office address at Unit No. SB/C/2L/Office/017A, M3M Urbana Sector-67, Gurugram Manesar Urban Complex Gurugram-122102, Haryana, represented by its authorized signatory, Mr. Manik Sharma, duly authorised vide resolution passed in the meeting of its Board of Directors held on 18th September 2021, (hereinafter referred to as the "**Owner**"), which term or expression shall unless excluded by or it be repugnant to the subject or context or meaning thereof be deemed to mean and include its successors-in-interest, nominees and permitted assigns of the **ONE PART**;

AAWAM RESIDENCY PRIVATE LIMITED

Authorized Signatory

ADHIKAANSH REALTORS PRIVATE LIMITED

Authorized Signatory

ATTESTED

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SAJJAN SINGH
ADVOCATE & NOTARY
GURGAON

AND

ADHIKAANSH REALTORS PRIVATE LIMITED a company incorporated and registered under the provisions of the Companies Act, 2013, having Corporate Identification Number (CIN) U70109HR2020PTC090928 and having its registered office address at Unit No. SB/C/2L/Office/017A, M3M Urbana Sector-67, Gurugram Manesar Urban Complex Gurugram-122102, Haryana, represented by its authorized signatory, Mr. Anurag Kulshreshtha, duly authorized vide resolution passed by the Board of Directors held on 16th August 2021 (hereinafter referred to as the **“Developer”**, which term or expression shall unless excluded by or it be repugnant to the subject or context or meaning thereof be deemed to mean and include its successors-in-interest, nominees and permitted assigns of the **OTHER PART**;

The Owner, and the Developer shall hereinafter collectively be referred to as **“Parties”**.

WHEREAS:

A. The Owner is the absolute owner of approximately 19.84375 acres land located at revenue estate of Hayatpur, Tehsil Harsaru, District Gurugram (“Owner’s Land”) and the Developer is the absolute Owner of approximately 37.181 acres of land located at revenue estate of Hayatpur, Tehsil Harsaru, District Gurugram (“Developer’s Land”). The Owner’s Land and Developer’s Land are hereinafter collectively referred to as the **“Project Land”**;

B. The Developer and the Owner being desirous of developing/setting up of an Affordable Plotted Colony under the DDJAY scheme in collaboration on the Project Land total admeasuring 52.275 acres, have executed a Development Rights Agreement dated 10th February 2021 duly registered on 11th February 2021 (**“Development Rights Agreement”**);

C. Both the Parties executed an addendum to the Development Rights Agreement on 10th June 2021 and further executed another addendum dated 12th July, 2021 to the Development Rights Agreement dated 10th February, 2021. The Development Rights Agreement and the addendums to the Development Rights Agreement shall collectively be referred to as **“Collaboration Agreement”**;

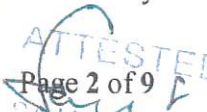
D. The Parties have been granted License No. 32 of 2021 by the Director, Town & Country

AAWAM RESIDENCY PRIVATE LIMITED


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ADHIKAANSH REALTORS PRIVATE LIMITED


Authorized Signatory

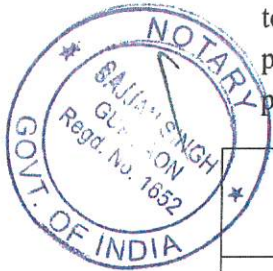
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SAJJAN SINGH
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Planning, Chandigarh, Haryana dated 03.07.2021 for setting up of an Affordable Plotted Colony under DDJAY scheme. (hereinafter referred to as the **“Project”**);

- E. In lieu of the Development Rights being transferred in favour of the Developer it was agreed vide the Collaboration Agreement that the Owner would be entitled to the allocation of 2140 sq. yds. per acre of the Owner’s Land in the Affordable Plotted Colony under DDJAY scheme **“Project”** (being an area of 42,465.625 sq. yd in the form of residential plotted area);
- F. That the Parties have now identified the residential plots to be allocated to the Owner towards part performance of Developer’s obligation and have entered into this MoU to finalise the allocation of the residential plots.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth below, the parties hereto agree as follows:

1. That in accordance with the terms agreed in the Collaboration Agreement the Developer towards part performance of its obligation hereby allots to the Owner the residential plots (**‘Said Plots’**) as detailed in Schedule 1 to this MoU in the said Project towards part Owner’s allocation. The details of the Said Plots are as follows:



Plot Type	No. of Plots	Sum of Plot Area (Sq. Mtrs.)	Sum of Plot Area (Sq. Yds.)
A	164	21,328.20	25,508.31
A3	24	2,851.92	3,410.87
B	20	2,016.00	2,411.12
D	8	1,096.16	1,311.00
Total	216	27,292.28	32,641.29

2. That the Owner has accepted the allocation of the Said Plots and acknowledges that the same is towards the part performance of the Developer’s Obligation under the Collaboration Agreement.
3. That the Developer hereby declares that the Owner shall have the unhindered right to develop and construct independent floors on the Said Plots and exclusively market, sell units/independent floors, receive consideration for the sale of units/independent floors to prospective buyer and exercise all such rights on the Said Plots as it may deem fit and proper and in accordance with the terms of the Collaboration Agreement.

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SAJJAN SINGH
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4. That Developer acknowledges and confirms that residential plots admeasuring an area of 9,824.335 sq. yds are still due to be allotted to the Owner towards its balance area (out of 42,465.625 sq. yds.) under the terms of the Collaboration Agreement and that the same shall be allotted in due course.

IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be duly executed by their duly authorized representatives on the date, month and year first hereinabove written.

SIGNED, SEALED and DELIVERED by the within named **AAWAM RESIDENCY PRIVATE LIMITED**, by the hand of Mr Manik Sharma, its authorized signatory, duly authorised vide Board Resolution dated 18.09.2021 in the presence of:

1.  **AAWAM RESIDENCY PRIVATE LIMITED**
Authorized Signatory

SIGNED, SEALED and DELIVERED by the within named **ADHIKAANSH RELATORS PRIVATE LIMITED**, by the hand of Mr. Anurag Kulshreshtha, its authorized signatory, duly authorised vide Board Resolution dated 16.08.2021 in the presence of

1.  **ADHIKAANSH RELATORS PRIVATE LIMITED**
Authorized Signatory



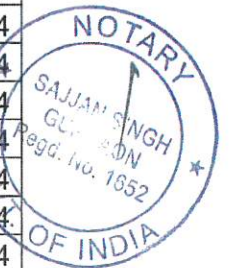
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SAJJAN SINGH
ADVOCATE & NOTARY
GURGAON

29 SEP 2021

Schedule 1

S no	Plot Type	Unit No.	Length (In meters)	Width (In meters)	Plot Area (In Sq.Mtrs)	Plot Area (In Sq.Yds)
1	A	A-1	15.3	8.5	130.05	155.54
2	A	A-2	15.3	8.5	130.05	155.54
3	A	A-3	15.3	8.5	130.05	155.54
4	A	A-4	15.3	8.5	130.05	155.54
5	A	A-5	15.3	8.5	130.05	155.54
6	A	A-6	15.3	8.5	130.05	155.54
7	A	A-7	15.3	8.5	130.05	155.54
8	A	A-8	15.3	8.5	130.05	155.54
9	A	A-9	15.3	8.5	130.05	155.54
10	A	A-10	15.3	8.5	130.05	155.54
11	A	A-11	15.3	8.5	130.05	155.54
12	A	A-12	15.3	8.5	130.05	155.54
13	A	A-13	15.3	8.5	130.05	155.54
14	A	A-14	15.3	8.5	130.05	155.54
15	A	A-15	15.3	8.5	130.05	155.54
16	A	A-16	15.3	8.5	130.05	155.54
17	A	A-17	15.3	8.5	130.05	155.54
18	A	A-18	15.3	8.5	130.05	155.54
19	A	A-19	15.3	8.5	130.05	155.54
20	A	A-20	15.3	8.5	130.05	155.54
21	A	A-21	15.3	8.5	130.05	155.54
22	A	A-22	15.3	8.5	130.05	155.54
23	A	A-23	15.3	8.5	130.05	155.54
24	A	A-24	15.3	8.5	130.05	155.54
25	A	A-25	15.3	8.5	130.05	155.54
26	A	A-26	15.3	8.5	130.05	155.54
27	A	A-27	15.3	8.5	130.05	155.54
28	A	A-28	15.3	8.5	130.05	155.54
29	A	A-29	15.3	8.5	130.05	155.54
30	A	A-30	15.3	8.5	130.05	155.54
31	A	A-31	15.3	8.5	130.05	155.54
32	A	A-32	15.3	8.5	130.05	155.54
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36	A	A-36	15.3	8.5	130.05	155.54
37	A	A-37	15.3	8.5	130.05	155.54
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39	A	A-39	15.3	8.5	130.05	155.54
40	A	A-40	15.3	8.5	130.05	155.54
41	A	A-41	15.3	8.5	130.05	155.54



AAWAM RESIDENCY PRIVATE LIMITED

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Authorized Signatory

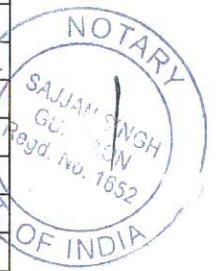
ADHIKAANSH REALTORS PRIVATE LIMITED

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[Signature]
SAJJAN SINGH
ADVOCATE & NOTARY
GURGAON

42	A	A-42	15.3	8.5	130.05	155.54
43	A	A-43	15.3	8.5	130.05	155.54
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AAWAM RESIDENCY PRIVATE LIMITED

M.K.
Authorized Signatory

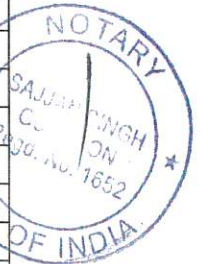
ADHIKAANSH REALTORS PRIVATE LIMITED

Anurag
Authorized Signatory

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Sajjan Singh
SAJJAN SINGH
ADVOCATE & NOTARY
GURGAON

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AAWAM RESIDENCY PRIVATE LIMITED

M.K.
Authorized Signatory

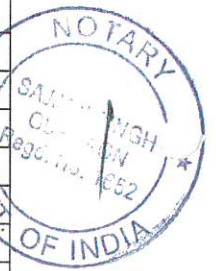
ADHIKAANSH REALTORS PRIVATE LIMITED

Anurag
Authorized Signatory

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SAJWAN SINGH
NOTARY PUBLIC
GURGAON

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168	A3	A3-4	13.98	8.5	118.83	142.12
169	A3	A3-5	13.98	8.5	118.83	142.12
170	A3	A3-6	13.98	8.5	118.83	142.12
171	A3	A3-7	13.98	8.5	118.83	142.12
172	A3	A3-8	13.98	8.5	118.83	142.12
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AAWAM RESIDENCY PRIVATE LIMITED

H.K.
Authorized Signatory

ADHIKAANSH REALTORS PRIVATE LIMITED

Anurag
Authorized Signatory

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SAJJAN SINGH
ADVOCATE & NOTARY
GURGAON

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194	B	B-6	14	7.2	100.8	120.56
195	B	B-7	14	7.2	100.8	120.56
196	B	B-8	14	7.2	100.8	120.56
197	B	B-9	14	7.2	100.8	120.56
198	B	B-10	14	7.2	100.8	120.56
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204	B	B-25	14	7.2	100.8	120.56
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206	B	B-27	14	7.2	100.8	120.56
207	B	B-28	14	7.2	100.8	120.56
208	B	B-29	14	7.2	100.8	120.56
209	D	D-1	16.12	8.5	137.02	163.87
210	D	D-2	16.12	8.5	137.02	163.87
211	D	D-3	16.12	8.5	137.02	163.87
212	D	D-4	16.12	8.5	137.02	163.87
213	D	D-5	16.12	8.5	137.02	163.87
214	D	D-6	16.12	8.5	137.02	163.87
215	D	D-7	16.12	8.5	137.02	163.87
216	D	D-8	16.12	8.5	137.02	163.87
TOTAL:					27,292.28	32,641.29

AAWAM RESIDENCY PRIVATE LIMITED

H.K.
Authorized Signatory



ADHIKAANSH REALTORS PRIVATE LIMITED

Amulya
Authorized Signatory

ATTESTED
Sajjan Singh
SAJJEAN SINGH
ADVOCATE & NOTARY
GURGAON

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20 SEP 2021

AAWAM RESIDENCY PRIVATE LIMITED

Regd. Office: Unit No. SB/C/2L/Office/017A, M3M Urbana, Sector-67, Gurugram-122102, Haryana
CIN: U70109HR2020PTC091883, Email: aawamresidency@gmail.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF AAWAM RESIDENCY PRIVATE LIMITED HELD AT ITS REGISTERED OFFICE AT UNIT NO. SB/C/2L/OFFICE/017A, M3M URBANA SECTOR-67, GURUGRAM, HARYANA - 122102 ON 18TH DAY OF SEPTEMBER, 2021.

"RESOLVED THAT the consent of the Board of Directors of the Company ("**Board**") be and is hereby accorded to sign and execute Memorandum of Understanding ("**MOU**") by and between the Company and Adhikaansh Realtors Private Limited (CIN: U70109HR2020PTC090928) to record the arrangement and understanding with respect to the allotment of the developed residential plots being developed on the land situated at revenue estate of Hayatpur, Tehsil Harsaru, District Gurugram, Haryana as per the terms of Addendum to Collaboration Agreement dated 12th July 2021,, as per draft MOU placed before the Board.

RESOLVED FURTHER THAT the draft MOU as placed before the Board be and is hereby approved.

RESOLVED FURTHER THAT Mr. Manik Sharma, Authorized Signatory for and on behalf of the Company be and is hereby authorised to sign and execute MOU and any other related, allied and ancillary document(s) in connection with aforesaid MOU and further to do all such lawful acts, deeds and things as may be necessary or expedient in this connection.

RESOLVED FURTHER THAT Mr. Manik Sharma, Authorized Signatory for and on behalf of the Company be and is hereby authorised to present the said MOU for registration (if required) and admit the execution before the office of concerned Sub-Registrar or any other appropriate Registering Authority(ies) and get the same registered for and on behalf of the Company.

RESOLVED FURTHER THAT all acts, deeds and things done and documents executed aforesaid shall be deemed to be valid and enforceable only if the same are consistent with this Resolution and that the Board shall not be responsible for any illegal and invalid acts and any other act beyond the scope of the aforesaid powers executed by the above executive(s) and shall not bind the Company against any third party(ies) or before any authority(ies) in any manner whatsoever and that the Board shall not be answerable in that behalf.

RESOLVED FURTHER THAT the aforesaid powers entrusted to the above person(s), shall be valid, effective and exercisable by them, so long as he is in the employment/association of the Company or unless revoked earlier by the Board or till 31st December, 2021, whichever is earlier.

RESOLVED FURTHER THAT a Certified Copy of the foregoing Resolution signed by Director(s) of the Company be given to anyone concerned or interested in the matter."

For Aawam Residency Private Limited


Director

ADHIKAANSH REALTORS PRIVATE LIMITED

Regd. Office: Unit No. SB/C/2L/Office/017A, M3M Urbana, Sector-67, Gurugram-122102, Haryana
CIN: U70109HR2020PTC090928, Email: adhikaanshrealtors@gmail.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF ADHIKAANSH REALTORS PRIVATE LIMITED HELD AT THE REGISTERED OFFICE OF THE COMPANY AT UNIT NO. SB/C/2L/OFFICE/017A, M3M URBANA, SECTOR-67, GURUGRAM-122102, HARYANA ON 16TH AUGUST, 2021.

"RESOLVED THAT the consent of the Board of Directors of the Company ("Board") be and is hereby accorded to sign and execute Memorandum of Understanding ("MOU) by and between the Company and Aawam Residency Private Limited bearing CIN:- U70109HR2020PTC091883, a Company incorporated under Companies Act, 2013, having its registered office at Unit No. SB/C/2L/Office/017A, M3M Urbana, Sector-67, Gurugram, Haryana in connection with an Addendum Agreement to Collaboration Agreement dated 12th July 2021, to record the arrangement and understanding with respect to the allotment of the developed residential plots to Aawam Residency Private Limited being developed on 19.84 Acres which is a part of 52.275 Acres land parcel at revenue estate of Village Hayatpur, Tehsil Harsaru, District Gurugram, Haryana, under terms and conditions of License No. 32 of 2021 dated 03.07.2021.


RESOLVED FURTHER THAT Mr. Anurag Kulshreshtha, Authorised Signatory for and on behalf of the Company be and is hereby authorized to sign and execute the aforesaid MOU and any other related/allied document(s) in connection thereto and further to do all such lawful acts, deeds and things as may be necessary to give effect to this resolution for and on behalf of the Company and in the name of the Company.

RESOLVED FURTHER THAT all acts, deeds and things done and documents executed aforesaid shall be deemed to be valid and enforceable only if the same are consistent with this resolution and that the Board shall not be responsible for any illegal and invalid acts and any other act beyond the scope of the aforesaid powers executed by the above authorised signatory and shall not bind the Company against any third party(ies) or before any authority(ies) in any manner whatsoever and that the Board shall not be answerable in that behalf.

RESOLVED FURTHER THAT the aforementioned authority in favour of Mr. Anurag Kulshreshtha, Authorised Signatory shall remain in force till he is in employment/association with the Company or till powers entrusted herein in his favour are revoked by the Board of Directors, whichever is earlier.

RESOLVED FURTHER THAT in terms of Section 21 of the Companies Act, 2013, any Director of the Company shall sign/authenticate the above resolution."

For Adhikaansh Realtors Private Limited


Director
GAURAV BANSAL
DIN: 08840751
R/o: C-501, Lions Society,
Sec 56, Gurugram-122011