

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 09/07/2021

Certificate No. G012021G3172



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 79086107



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Aawam Residency Pvt ltd

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

Sector/Ward : 67

LandMark : M3m urbana

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 92*****97



Buyer / Second Party Detail

Name : Adhikaansh Realtors Pvt Ltd

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

Sector/Ward : 67

LandMark : M3m urbana

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 92*****97

1870
12/07/2021

Purpose : ADDENDUM TO 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>

ADDENDUM TO COLLABORATION AGREEMENT

Type of deed	: Addendum Development Rights Agreement
Name of village /city & code	: Hayatpur
Tehsil	: Sub-Tehsil Harsaru, Gurugram
Stamp duty	: Rs.101/-
Stamp Number & Date	: G012021G3172/09.07.2021
Stamp GRN	: 79086107
Registration fee	: Rs.103/-
Registration Fee GRN	: 79319386

This addendum is made and executed at Gurugram on this 12th day of July, 2021.

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

Aawam Residency Private Limited

Director/Auth. Signatory

For Adhikaansh Realtors Private Limited

Authorized Signatory

डीड संबंधी विवरण

डीड का नाम TARTIMA

तहसील/सब-तहसील हरसरु

गांव/शहर हयातपुर

धन संबंधी विवरण

राशि 1 रुपये

स्टाम्प ड्यूटी की राशि 3 रुपये

स्टाम्प नं : G012021G3172

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100 रुपये

EChallan:79319386

पेस्टिंग शुल्क 3 रुपये

Drafted By: self

Service Charge:200

यह प्रलेख आज दिनांक 12-07-2021 दिन सोमवार समय 4:10:00 PM बजे श्री/श्रीमती /कुमारी

M S AAWAM RESIDENCY PVT LTD thru DEEPAK SHARMA OTHER निवास M3M URBANA SEC 67 GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

Deepak

हस्ताक्षर प्रस्तुतकर्ता

M S AAWAM RESIDENCY PVT LTD

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी ADHIKAANSH REALTORS PVT LTD thru ANURAG KULSHRESHTHA OTHER हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी DEEPAK KUMAR पिता — निवासी

ADV GGM व श्री/श्रीमती /कुमारी MANOJ 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 ।



उप/संयुक्त पंजीयन अधिकारी (हरसरु)

signatory, Mr. Deepak Sharma (Aadhar No.3766 6285 5627), duly authorised through a resolution passed in the meeting of its Board of Directors held on 12.07.2021 (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**;

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 (Aadhar No.2917 4983 5123), duly authorized vide board resolution dated 12.07.2021 (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".

RECITALS

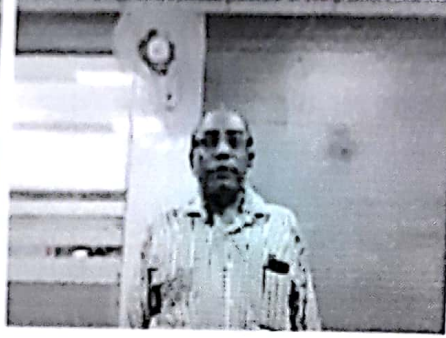
- A. That the Developer and the Owner had agreed to develop a residential project on the Owner's Land and had accordingly executed a Development Rights Agreement dated 10.02.2021 ("Development Rights Agreement") with respect to the same. That on 10th June 2021 the parties had executed an addendum to the Development Rights Agreement. The Development Rights Agreement and the addendum to the Development Rights Agreement shall collectively be referred to as 'Collaboration Agreement'.
- B. The Developer and the Owner mutually desire to modify certain terms of the Collaboration Agreement, all as stated below.

Aawam Residency Private Limited
Deepak
Director/Auth. Signatory

Adhikaansh Realtors Private Limited
Anurag
Authorised Signatory



पेशकर्ता



दावेदार



गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru DEEPAK SHARMAOTHER M S AAWAM RESIDENCY PVT LTD Deepak

दावेदार :- thru ANURAG KULSHRESHTHAOTHERADHIKAANSH REALTORS PVT LTD Anurag

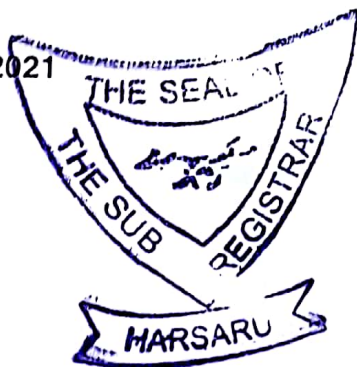
गवाह 1 :- DEEPAK KUMAR Deepak

गवाह 2 :- MANOJ KUMAR Manoj

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1870 आज दिनांक 12-07-2021 को बही नं 1 जिल्द नं 32 के पृष्ठ नं 79.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 751 के पृष्ठ संख्या 83 से 87 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 12-07-2021



उप/सयुंक्त पंजीयन अधिकारी(हरसरू)

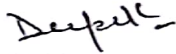
NOW, THEREFORE, in consideration of the premises and the mutual promises set forth below, the parties hereto agree as follows:


1. That the Development Rights Agreement dated 10.02.2021 which was duly registered with Sub-Registrar, Tehsil Wazirabad, District Gurugram vide Vasika No.3871 dated 11.02.2021 still stands valid and binding for with respect to the Project Land (as defined in the Development Rights Agreement). However, in view of the recent discussions between the Parties, the Collaboration Agreement stands changed as set out in this Addendum.
2. That Clause 3 of the Development Rights Agreement shall stand deleted and replaced with the following clause:

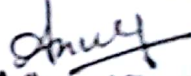
“3. CONSIDERATION

- 3.1 In consideration of the transfer, grant assignment of the Development Rights in respect of the Owner’s Land to the Developer, it has been expressly agreed between the Parties that the Owner shall be entitled to allotment in the form of 2140 sq. yds per acre of plotted residential area in the Project or any other similar project being developed by the Developer in an area adjoining to the Project(‘Owner’s Allocation’), the remaining area in the Project, including commercial component in the Project, shall belong to and be considered as the Developer’s Allocation (‘Developer’s Allocation’).
- 3.2 The Developer shall be responsible to develop all the common facilities and infrastructure of the Project on the Project Land and shall also be solely responsible for the development of residential floors on the Developer’s Allocation without any interferences from the Owner. The Owner shall not be held liable with respect to the development of the common facilities and infrastructure even on the Owner’s Allocation.

Aawam Residency Private Limited


Director/Auth. Signatory

 Adhikaansh Realtors Private Limited


Authorized Signatory

3.3 The Owner shall have the right to develop residential floors on the Owner's Allocation without any interference from the Developer, and shall further have the right to apply for the registration with RERA for proposed development of residential floors on the Owner's Allocation. The Owner shall have the exclusive right to market and sell the saleable area of the Owner's Allocation and execute any document for sale with respect to the same.

3.5 The Developer shall apply for the registration with RERA for the proposed development on the Developer's Allocation and shall have the exclusive right to market and sell the saleable area of the Developer's Allocation.

3.4 It has been expressly agreed between the Parties that the each party shall bare the cost of development of their respective shares, i.e. the Owner shall bear all the costs for the development of the Owner's Allocation and the Developer shall bear the cost for the development of the Developer's Allocation."


3. That the definition of the term Development Rights in Clause 1.1 (n) of the Development Rights Agreement shall stand limited to the right to develop, market and sell only the Developer's Allocation, and shall stand revised to give effect to the understanding between the Parties as recorded in clause 2 above being the amended Clause 3 of the Development Rights Agreement.

4. That the Development Rights as set out in clause 2 of the Development Rights Agreement shall stand revised to give effect to the understanding between the Parties as captured in the amended Clause 3 of the Development Rights Agreement.

5. That clause 2.7 of the Development Rights Agreement stands deleted and replaced as follows:

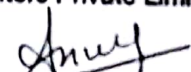
"2.7 The Parties have agreed that the entire cost of implementation

Aawam Residency Private Limited



Director/Auth. Signatory

For Adhikaansh Realtors Private Limited


Authorised Signatory

and development of the Project, except the Owner's Allocation, (including but not limited to obtaining of license, architect fees, construction cost, infrastructure development cost, office and employee cost, Marketing and brokerage cost, and any other costs) in respect of the Project, excluding the Owner's Allocation, which includes the development to be carried out on the Owner's Land shall be borne by the Developer (by internal accruals from the Project and/or by raising debt by the Developer and/or other permissible modes and means). All cost for implementation and development of residential floors on the Owner's Allocation shall be borne by the Owner."

6. That Clause 2.12 of the Development Rights Agreement shall stand deleted and replaced as follows:


"2.12 The Developer shall be free to develop the Developer's allocation which shall be an integral part of the Project Land in such manner as it deems fit, but always in accordance with the Applicable Laws, this Agreement and the representations and covenants made to the Purchasers."

7. That Clause 2.14 and 2.15 of the Development Rights Agreement shall hereafter stand deleted and no party shall rely on the said clauses.

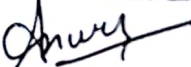
8. That Clause 4 of the Development Rights Agreement shall stand revised to give effect to the understanding between the Parties as captured in the amended Clause 3 of the Development Rights Agreement. The Developer's right vide clause 4 of the Development Rights Agreement shall be limited to the Developer's Allocation, and the Owner shall have the corresponding rights under Clause 4 of the Development Rights Agreement with respect to the Owner's Allocation.

9. That Clauses 6, 7 and 8 of the Development Rights Agreement shall all stand revised to give effect to the understanding between the Parties as captured in the amended Clause 3 of the Development Rights Agreement.

Aawam Residency Private Limited


Director/Auth. Signatory

~~Per Aditi~~ Kaansh Realtors Private Limited


Authorised Signatory

IN WITNESS WHEREOF the Parties have caused this Agreement 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
Pvt Ltd, through

Aawam Residency Private Limited

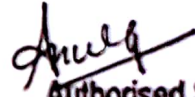


Director/Auth. Signatory

(Deepak Sharma)

Signed, Sealed and Delivered by
the within named Adhikaansh
Realtors Pvt Ltd through

For Adhikaansh Realtors Private Limited




Authorised Signatory

(Anurag Kulshreshtha)

WITNESSES:

1. 
Deepak Kumar
Advocate
Distt. Court, Gurugram

2. 
MANOJ KUMAR
Advocate
Distt. Courts, Gurugram