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हरियाणा HARYANA

5102
07/11/2012

25AA 258875

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT (hereafter 'Agreement/MOU') is made and executed at Sohna, Gurgaon on this 7th day of NOV, 2012.

BETWEEN

Faith Buildtech Private Limited, a company incorporated under the Companies Act, and having its registered office at Regd. Off. C-4, First Floor, Malviya Nagar, New Delhi- 110017, India (hereinafter referred to as the "Faith Buildtech /AUTHORIZED ASSET COMPANY" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, administrator, attorney, nominees and permitted assigns) of the First Part, represented herein by its director/ authorized signatory Mr. Anupam Nagalia.

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1194 S

Faith Buildtech

Pvt Ltd Delhi

19-10-12

प्रलेख नः 5102

दिनांक 07/11/2012

डीड सर्वधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील सोहना	गांव/शहर Mohd.Pur Gurjar
भवन का विवरण	
भूमि का विवरण	
धन सर्वधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 10.00 रुपये
स्टाम्प की राशि 10.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये
रुपये	

Drafted By: Gokal Adv

यह प्रलेख आज दिनांक 07/11/2012 दिन बुधवार समय 12:59:00PM बजे श्री/श्रीमती/कुमारी Faith Buildtech Pvt पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी C 4 F Floor Malviya Nagar New Delhi-110017 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी
सोहना

श्री Faith Buildtech Pvt Ltd thru Nikhil Kinha(OTHER)

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Thru-Sumit Dahiya दख्खर हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दख्खर ने मेरे सम्मक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Braham Parkash Lamberdar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Raisina
श्री/श्रीमती/कुमारी Subhasis Lehi पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी j L Lehi निवासी 926 Sec-40 GGN ने की।
साक्षी नः 1 को हम नम्बरधार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 07/11/2012

उप/संयुक्त पंजीयन अधिकारी
सोहना

AND

Trinayan Infracon Private Limited, a company existing under the Act and having its registered office at G-19, Tiwari Complex, Second Floor, Laxmi Nagar, (Behind Walia Hospital) New Delhi-110092, India, (hereinafter referred to as the **"Trinayan Infracon /Land Holding Company"**, which shall mean and include its successors, administrator, attorney, nominees and permitted assigns) of the Second Part, represented herein by its Director/ Authorized Signatory Mr. Ashok Chaudhary.

AND

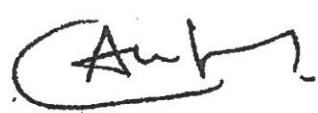
Siddhanta Infracon Private Limited, a company existing under the Act and having its registered office at G-19, Tiwari Complex, Second Floor, Laxmi Nagar, (Behind Walia Hospital) New Delhi-110092, India, (hereinafter referred to as the **"Siddhanta Infracon /Land Holding Company"**, which shall mean and include its successors, administrator, attorney, nominees and permitted assigns) of the Second Part, represented herein by its Director/ Authorized Signatory Mr. Ashok Chaudhary.

AND

Gulmohar Realbuild Private Limited, a company existing under the Act and having its registered office at SCF No. 36-37, Second Floor, Sector- 19, Part-II, Faridabad, Haryana- 121002, India, (hereinafter referred to as the **"Gulmohar Realbuild /Land Holding Company"**, which shall mean and include its successors, administrator, attorney, nominees and permitted assigns) of the Second Part, represented herein by its Director/ Authorized Signatory Mr. Ashok Chaudhary.

AND

Faith Buildtech, Trinayan Infracon, Siddhanta Infracon & Gulmohar Realbuild Pvt. Ltd. hereinafter collectively shall be referred to as Parties and individually as Party.



Reg. No. 5102 Reg. Year 2012-2013 Book No. 1



पेशकर्ता

Nikhil Kinha

पेशकर्ता
[Signature]

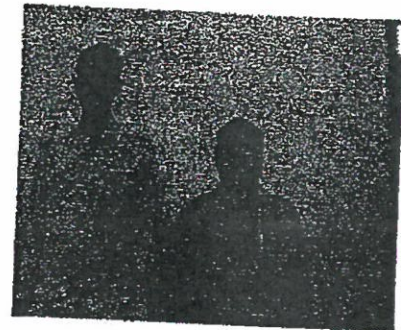


दावेदार

दावेदार

Thru-Sumit Dahiya

[Signature]



गवाह

गवाह 1:- Braham Parkash Lamberdar

गवाह 2:- Subhasis Lehari

[Signature]

[Signature]

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5,102 आज दिनांक 07/11/2012 को बही न: 1 जिल्द न: 2,073 के पृष्ठ न: 80 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 441 के पृष्ठ सख्या 79 से 80 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

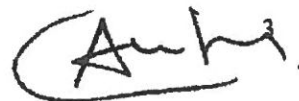
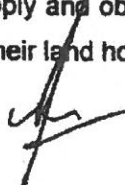
दिनांक 07/11/2012

उप/सहायक पंजीयन अधिकारी
सोहना

Trinayan Infracon, Siddhanta Infracon & Gulmohar Realbuild Pvt. Ltd. shall hereinafter be called as Landholding Companies.

WHEREAS:

- (A) **Faith Buldtech** /Authorized Asset Company intend to construct and develop in collaboration with Land Holding Companies commercial and residential projects in the revenue estate of village- Mohammadpur-Gurjar, Tehsil-Sohna, District-Gurgaon.
- (B) **Trinayan Infracon**/ Land Holding Company of the Second Part is owner in exclusive possession of freehold agricultural land alongwith all vested rights and appurtenant proportionate interests, situated in the revenue estate of village- Mohammadpur- Gurjar, Tehsil-Sohna, District- Gurgaon, the details whereof are fully described in the schedule annexed and marked hereto as **Annexure-'A'**.
- (C) **Siddhanta Infracon**/ Land Holding Company of the Third Part is owner in exclusive possession of freehold agricultural land alongwith all vested rights and appurtenant proportionate interests, situated in the revenue estate of village- Mohammadpur- Gurjar, Tehsil-Sohna, District- Gurgaon, the details whereof are fully described in the schedule annexed and marked hereto as **Annexure-'B'**.
- (D) **Gulmohar Realbuild**/ Land Holding Company of the Fourth Part is owner in exclusive possession of freehold agricultural land alongwith all vested rights and appurtenant proportionate interests, situated in the revenue estate of village- Mohammadpur- Gurjar, Tehsil-Sohna, District- Gurgaon, the details whereof are fully described in the schedule annexed and marked hereto as **Annexure-'C'**.
- (E) The Authorized Asset Company and Land Holding Companies have agreed to jointly apply and obtain Licence, permissions, sanctions and approvals etc. for their land holdings as described in **Annexure- A to C**

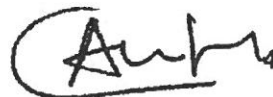


(hereinafter referred to as "Schedule Land" total admeasuring 20.056 Acres (160 Kanals 09 Marlas) for the purpose of developing an integrated township, group housing, plotting, row houses/independent floors/ residential colony/commercial/IT Park etc. and related developments (hereinafter referred to as the **Proposed Project**) in accordance with the rules, regulations, bye laws, sanctions, permits, licences to be obtained from Director, Town and Country Planning, Haryana and other competent authorities.

- (F) The Parties further represent, warrant and assure that they have absolute rights to deal with, transfer or dispose of, authorize for their respective land holdings to be developed as Proposed Project and there is no bar/restriction/impediment for its intended use and development from any quarters.
- (G) That the Parties hereto now wish to record and set out the detailed terms & conditions as appearing hereinafter in this Agreement.

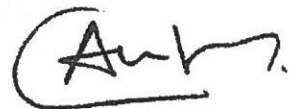
NOW, THEREFORE, THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED, DECLARED, AND COVENANTED BY AND BETWEEN THE PARTIES AS UNDER: -

1. That the Land Holding Company has agreed with Authorized Asset Companies to apply for the filing application(s) for grant of Licence, permissions, No objection Certificate and approvals etc. and to obtain all the statutory approvals required for development of the Proposed Project on the Schedule Land from Director, Town and Country Planning, Haryana and other competent authorities in this behalf.
2. That the Land Holding Companies hereby have authorized Faith Buildtech /Authorized Asset Company to act, represent for and on its behalf for obtaining various approvals, LOI, Licences, submit scrutiny fee, licence fee or any other fee and deposit etc. or obtain sanctions

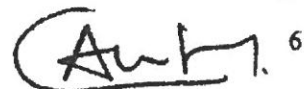
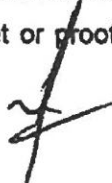


required for construction and development of the Proposed Project. The Authorized Asset Company has accepted the authorizations and agreed to act for and on behalf of Landholding Company for this Purpose. For this purpose Land Holding Company has with this MOU has passed resolution through its Board of Directors to authorize Authorized Asset Company.

3. The Authorized Asset Company and Land Holding Companies represent and warrant that:
 - a) Their respective holdings in the Schedule Land is free from charge, lien, mortgage, lease, tenancy, easement rights, adverse possession, customary rights, requisition, acquisition, equitable interest, assignment by way of security, conditional sales contract, loan, arrears, tax, outstanding, will, gifts, exchanges, security, agreement to sell, collaboration, Memorandum of Understanding, joint venture, court attachment, stay order, family disputes, trespassers, structures, transformers, squatters, option, security interest, liability, place(s) of worship, hazardous material, pollutants, underground/over head water tanks, pipelines and transmission lines, water body(ies), wells, or any other proceeding or encumbrance etc of any kind.
 - b) All outgoings with respect to the Schedule Land such as land revenue till the date hereof have been paid in full. However if any outstanding till the date of these presents is found it shall be promptly paid by the respective owner/Party.
 - c) There are no disputes, actions, claims or demands by/with any Party or owner or occupant of adjoining or neighboring land with respect to any easement, right or means of access to the Schedule Land or its use and occupation or in relation to any neighboring property or its use or occupation, nor are the Parties aware of any circumstance that may lead to the same and no notices affecting the Schedule Land has been given or received.

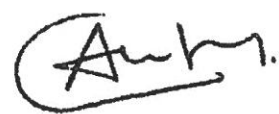


- d) That, without prejudice to its obligations in terms of the preceding sub-clause, the Land Holding Companies shall from time to time execute/further authorize Authorized Asset Company or its appointed nominee, as may be required, interalia for change of land use of the Schedule Land, making applications, obtaining of requisite permissions, licenses and permits and submit or refund of fee for carrying on development over the Schedule Land of a colony commercial and/or residential and other types of real estate developments, demarcation, mutation of Schedule Land, etc.
- e) That the Parties to this MOU shall pay/contribute their respective share in proportion to their holding in the Schedule Land, for any fee, stamp duty, scrutiny fee, external development charge, internal development charge, licence fee or any other levy required to be paid or charged by Director, Town and Country Planning, Haryana or any other statutory/competent authority, as may be required for obtaining requisite permissions, licenses and permits for change of land use of the Schedule Land and for carrying on development of Proposed Project over the Schedule Land and other types of real estate developments and would accordingly receive share of profit/compensation in proportion to their holding in the Schedule land.
- f) Without prejudice to the forgoing, Parties hereto undertake to fully indemnify each other against all and any losses, costs, expenses suffered and/or incurred by the other due to any misrepresentation, defect in title of respective holding or due to any encumbrances over the respective holding in the Schedule Land or any of the above representation, warranty or undertaking being found incorrect, false or unfulfilled, at any time.
4. The Land Holding Companies have handed over the copies of ownership documents of its respective holdings in the Schedule Land to the Authorized Asset Company such as Sale Deeds, Jamabandis, Mutations, Khasra Girdawaris etc. and further undertakes to produce any further document or proof of ownership of the Schedule Land as

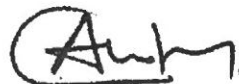
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may be required by the Authorized Asset Company, from time to time for purposes of obtaining license/CLU or any other approval or sanction to be obtained from the regulatory authorities in Haryana and elsewhere.

5. The Land Holding Companies have agreed that the Authorized Asset Company may nominate or assign all and/or any of its rights and/or obligations under this Memorandum of Understanding to any third person(s). Such nomination and/or assignment shall be binding on the Land Holding Companies.
6. That in the event of any flaw or defect in the title of the respective holding in the Schedule Land or for any other reason beyond the control of the Authorized Asset Company or any 'Force Majeure' circumstance, the Authorized Asset Company is unable to get the CLU/ License/ permission/ sanction for development of the Schedule Land as agreed herein, or this Agreement is rendered impossible of performance under any provision of law or direction of the State Govt. or any other statutory authority(ies) of the State Govt. or the Central Govt., any payments received by Authorized Asset Company from Land Holding Companies, shall be refunded and paid back to the respective Land Holding Company within a period of one month upon receipt of such payments from statutory authorities, but without payment of any interest or compensation.
7. That the performance of the obligations by the Second Party hereto under this agreement shall be Schedule to "FORCE MAJEURE" conditions, such as, earthquake, lightning, civil commotion, war, enemy action or any other similar circumstance beyond the reasonable control of the Parties. In such an eventuality, the Second Party shall also be entitled to a reasonable extension of time corresponding to the period of delay.



8. That this Agreement shall in no manner be construed as creating any partnership or principal -agent relationship between the Parties.
9. That if any part of this Agreement is determined to be void or unenforceable, the said part shall be deemed to have been amended or deleted and the remaining provisions of this Agreement shall remain operative provided those are capable of performance.
10. That any change, modification or alteration or any amendment, whatsoever, in this Agreement shall be made only with mutual written consent of the Parties hereto.
11. That all notices and letters shall be sent through Registered post Acknowledgement due to the other party at the address(es) first above written or at such duly notified change of address.
12. That all disputes and differences, arising out of or in connection with this Agreement shall be attempted to be resolved mutually through negotiations between the Parties failing which the same shall be referred to and decided by an Arbitrator to be appointed from the list of Four Arbitrators suggested by all the arbitrators. The decision of the Arbitrator shall be final and binding on the Parties. The provisions of Arbitration & Reconciliation Act 1996 shall be applicable to such arbitration proceedings.
13. The authorized assets company shall be responsible for compliance of all the terms and conditions of licence provision under Act of 1975 & rule 1976 till the grant of final of compilation certificate to the said colony or relieved of the responsibly by the Director General, Town & Country Planning, Haryana whichever is earlier.
14. That this agreement shall not create the relationship of the partnership between the authorized asset company and the parties. This agreement shall be irrevocable and no modification/ alteration etc, in the terms and condition of this agreement can be undertaken, except



after obtaining prior approval of the Director General, Town & Country Planning, Haryana.

15. That the venue of arbitration shall be at Gurgaon or any other place as may be mutually decided upon between the Parties.
16. The Schedule and the Annexure form part of this Agreement.
17. This Agreement shall be governed by laws of India and shall be subject to the courts at Gurgaon.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the day, month and year first herein above written.

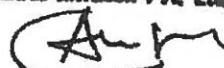
For and on Behalf of:

Faith Buildtech Pvt. Ltd.
For Faith Buildtech Pvt. Ltd.


Director/Authorizatory

For and on Behalf of:

Siddhanta Infracon Pvt. Ltd.
For Siddhanta Infracon Pvt. Ltd.


Director/Authorizatory

For and on Behalf of:

Trinayan Infracon Pvt. Ltd.
For Trinayan Infracon Pvt. Ltd.

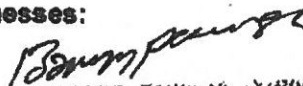

Director/Authorizatory

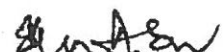
For and on Behalf of:

Gulmohar Realbuild Pvt. Ltd.
For Gulmohar Realbuild Pvt. Ltd.


Director/Authorizatory

Witnesses:

1. 
Bram Prakash Chaudhary
Vill. Raisena, Teh. Sohni
Dist. Gurgaon.

2. 
Suphasis Lahri 8/08/11. J. N. Lahri
H/o 926, Sec-4
Gurgaon

Schedule of area to be licensed for Faith Buildtech Pvt. Ltd. of village Mohammadpur Gurjar, Tehsil Sohna, District Gurgaon is as under:

1 Land owned by Trinevan Infracon Pvt. Ltd.

Village	Rect. No.	Killa No.	Total Area		Share	Area Taken		Sale deed no.	Mutation no.
			K	M		K	M		
Mohamm- adpur Gurjar	22	1	3	12	salam	2	14	764, 30.04.2012	826
		2	8	0	salam	5	11		
		3	8	0	salam	5	11		
		4	8	0	salam	5	11		
		5	8	0	salam	5	11	763, 30.04.2012	827
		6	8	0	salam	8	0		
		7	8	0	salam	8	0		
		8	8	0	salam	8	0		
		9	8	0	salam	8	0		
		10	5	10	salam	5	10		
		11	7	4	salam	7	4		
		12	8	0	salam	8	0		
		13	8	0	salam	8	0		
		14	8	0	salam	8	0		
		15	8	0	salam	8	0		
		16	8	0	salam	8	0		
		17/1	0	16	salam	0	16		
		17/2	2	8	salam	2	8		
		24	4	4	salam	4	4		
		25	7	16	salam	7	16		
	25	5	1	3	salam	1	3		
Total			193	73		120	119		

2 Land owned by Siddhanta Infracon Pvt. Ltd.

Mohamm- adpur Gurjar	7	24	0	3	salam	0	2	3546, 16.08.2012	856
	23	1	8	0	salam	5	11		
		2	8	0	salam	5	11		
		3	7	2	salam	6	3		
		8	5	16	salam	5	16		
		9	7	18	salam	7	18		
Total			35	39		28	61		

3 Land owned by Siddhanta Infracon Pvt. Ltd. (1/2), Gulmohar Realbuild Pvt. Ltd. (1/2) share

Mohamm- adpur Gurjar	7	23	7	18	salam	3	9	3543, 16.08.2012	854
Total			7	18		3	9		

Grand Total	175	130	151	189
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Grand total in Acres	20.056
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Anil Chaudhary
CA/2001/27298





Authorised Signature

Annexure-A

Land owned by Trinayan Infracon Pvt. Ltd.

Village	Rect. No.	Killa No.	Total Area		Share	Area Taken	
			K	M		K	M
Mohamm- adpur Gurjar	22	1	3	12	salam	2	14
		2	8	0	salam	5	11
		3	8	0	salam	5	11
		4	8	0	salam	5	11
		5	8	0	salam	5	11
		6	8	0	salam	8	0
		7	8	0	salam	8	0
		8	8	0	salam	8	0
		9	8	0	salam	8	0
		10	5	10	salam	5	10
		11	7	4	salam	7	4
		12	8	0	salam	8	0
		13	8	0	salam	8	0
		14	8	0	salam	8	0
		15	8	0	salam	8	0
		16	8	0	salam	8	0
		17/1	0	16	salam	0	16
		17/2	2	8	salam	2	8
		24	4	4	salam	4	4
		25	7	16	salam	7	16
	25	5	1	3	salam	1	3
Total			133	73		120	119

Grand total in Acres	15.744
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Annexure-B

Land owned by Siddhanta Infracon Pvt. Ltd.

Village	Rect. No.	Killa No.	Total Area		Share	Area Taken	
			K	M		K	M
Mohamm- adpur Gurjar	7	24	0	3	salam	0	2
	23	1	8	0	salam	5	11
		2	8	0	salam	5	11
		3	7	2	salam	6	3
		8	5	16	salam	5	16
		9	7	18	salam	7	18
	7	23min	3	9	1/2	1	14.5
Total			38	48		29	75.5

Grand total in Acres

4.097

(Auth.)



Annexure-C

Land owned by Gulmohar Realbuild Pvt. Ltd.

Village	Rect. No.	Killa No.	Total Area		Share	Area Taken	
			K	M		K	M
Mohamm- adpur Gurjar	7	23	3	9	1/2	1	14.5
Total			3	9		1	14.5

Grand total in Acres	0.216
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(Signature)

(Signature)